Contract ID#: CQAT10000029

Department: County Attorney

RY E. 3-16

Contract Details

SERVICES: Outside Counsel

NIFS ID #: CLAT15000028 NIFS Entry Date: 11/19/2015 Term: August 3, 2010 – Completion

New ☐ Renewal ☐	
Amendment #5	☒
Time Extension	☐
Addl. Funds	☒
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor		County Department
Name: Rivkin Radler, LLP	Vendor ID#: 111853927	Department Contact: Jaclyn Delle
Address: 926 RXR Plaza, Uniondale, New York 11556	Contact Person: William Savino	Address: 1 West St. Mineola, New York 11501
	Phone: (516) 357-3349	Phone: (516) 571-3034

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐			
	OMB	*NIFS Approval* ☐	12/1/15		Yes ☐ No ☐ Not required if blanket resolution
12/4/15	County Attorney	*CA RE&I Verification* ☑	12/4/15		
12/4/15	County Attorney	*CA Approval as to form* ☑	12/4/15		Yes ☑ No ☐
	LEG Legislative Affairs	*Fw'd Original K to CA* ☐	12/14/15		
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	County Comptroller	*NIFS Approval* ☐			
12/14/15	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	12/14/15		

RECEIVED NASSAU COUNTY CLERK OF THE LEGISLATURE 2016 JAN -4 P 4:42

PR5254 (8/04)

Contract ID#: CQAT10000029

Department: County Attorney

Contract Summary

Description: Amendment #5 to outside counsel contract.

Purpose: Counsel provides legal services to the County in connection with litigation known as New York Telephone Co. v. Town of Northern Hempstead v. Nassau County, Index No. 12192/98, as well as representing the County on matters related to the issues presented by this suit and the multiple other claims and suits that relate to alleged tax refunds claimed against the County where such tax refund claimants assert various causes of actions for payment of the refunds including but not limited to claims made pursuant to the so-called "County Guaranty." This amendment increases the maximum amount of the contract.

Method of Procurement: Contract amendment. See procurement history below.

Procurement History: Three law firms were interviewed – Wilson Elser, LLP; Rivkin Radler, LLP; and Ravi Batra. Rivkin Radler, LLP was selected based on their qualifications, experience and immediate availability. Additionally, the Contractor has previously contracted with the County.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $600,000.00 increase to maximum amount, but only $200,000.00 encumbrance at this time as per the contract.

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$200,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$200,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$200,000.00
2		$
3		$
4		$
5	J. Amato 12/4/15	$
6		$
	TOTAL	$200,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 12/14/15
Date	Date	(For Office Use Only)
		E #:

PR5254 (8/04)

E-3-16

RULES RESOLUTION NO. 4 – 2016

A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND RIVKIN RADLER, LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-11-16
VOTING:
ayes 4 **nayes** 3 **abstained** 0 **recused** 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Rivkin Radler, LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Rivkin Radler, LLP

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Rivkin Radler, LLP (CLAT15000028)

CONTRACTOR ADDRESS: 926 RXR Plaza, Uniondale, New York 11556

FEDERAL TAX ID #: 111853927

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____. _____ (___) proposals were received and evaluated. The evaluation committee consisted of: _____. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. X **This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on December 14, 2010, and as amended thereafter on March 4, 2011, January 27, 2012, October 10, 2013, and December 1, 2014. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after three law firms were interviewed – Wilson Elser, LLP, Rivkin Radler, LLP, and Ravi Batra. Rivkin Radler, LLP was selected based on their qualifications, experience, and immediate availability.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department Head Signature

11/23/16

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 09/15

AMENDMENT NO. 5

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Rivkin Radler, LLP, having an office located at 926 RXR Plaza, Uniondale, New York 11556 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT10000029 between the County and Counsel, executed on behalf of the County on December 14, 2010, as amended by amendment one (1), County contract amendment number CLAT11000002, executed on behalf of the County on March 4, 2011, as amended by amendment two (2), County contract amendment number CLAT11000030, executed on behalf of the County on January 27, 2012, as amended by amendment three (3), County contract amendment number CLAT13000018, executed on behalf of the County on October 10, 2013, and as amended by amendment four (4), County contract amendment number CLAT14000029, executed on behalf of the County on December 1, 2014, (the "Original Agreement"), Counsel provides legal services to the County in connection with litigation known as New York Telephone Co. v. Town of North Hempstead v. Nassau County, Index No. 12192/98, for matters related to the issues presented by this suit, and the multiple other claims and suits that relate to alleged tax refunds claimed against the County where such tax refund claimants assert various causes of actions for payment of the refunds including but not limited to claims made pursuant to the so-called "County Guaranty," which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 3, 2010 until completion of Services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was One Million Eight Hundred Seventy-five Thousand Dollars ($1,875,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount of the Original Agreement.

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

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Six Hundred Thousand Dollars ($600,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this

Amendment (the "Amended Agreement"), shall be Two Million Four Hundred Seventy-five Thousand Dollars ($2,475,000.00) (the "Amended Maximum Amount").

2. Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. Counsel further acknowledges that the first encumbrance shall be Two Hundred Thousand Dollars ($200,000.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

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

[Remainder of Page Intentionally Left Blank.]

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

RIVKIN RADLER, LLP

By: Wm. M. Savino
Name:
Title:
Date:

NASSAU COUNTY

By:
Name: Garnell Foskey
Title: County Attorney
Date: 11/12/16

NASSAU COUNTY

By:
Name:
Title: County Executive

☐ Deputy County Executive

Date:

PLEASE EXECUTE IN BLUE INK

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

On the 21st day of September in the year 2015 before me personally came William M. Savino to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Partner of Rakin Radler LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Diana Dorsey
NOTARY PUBLIC

DIANA DORSEY
Notary Public, State of New York
No. 01DO6067959
Qualified in Nassau County
Commission Expires December 24, 2017

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

On the 23rd day of November in the year 2015 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

JACLYN DELLE
Notary Public, State of New York
No. 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 2018

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

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

NOTARY PUBLIC

Contract ID#:CQAT10000029

Department: County Attorney

Contract Details

SERVICES: Special Counsel

NIFS ID #: CQAT10000029 NIFS Entry Date: 1/25/10 Term: from August 3, 2010 – August 11, 2011

New X Renewal	☐
Amendment	☐
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No X
5) Insurance Required	Yes X	No ☐

Agency Information

111853927

Vendor	
Name: Rivkin Radler LLP	Vendor ID#:
Address: 926 RXR Plaza, Uniondale, New York 11556	Contact Person: William Savino, Esq.
	Phone:

County Department
Department Contact: Susan Gordon
Address: 1 West St., Mineola, New York 11501
Phone:

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) X NIFS Appvl (Dept. Head) X	10/26/10		
	OMB	NIFS Approval ☐	10/26/10		Yes ☐ No X Not required if blanket resolution
10/27/10	County Attorney	CA RE&I Verification ☑	11/3/10		
11/3/10	County Attorney	CA Approval as to form ☑	11/3/10		Yes No X
	LEG Legislative Affairs	Fw'd Original K to CA ☐			
	LEG Rules ☐ / Leg. ☐	☐			
	County Attorney	NIFS Approval ☐			
	County Comptroller	NIFS Approval ☑	11/10/10		
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	12/14/10		

Contract ID#:CQAT10000029

Department: County Attorney

Contract Summary

Description:

Purpose: To represent the County in its appeal to the Appellate Division Second Department and, if necessary, to the NYS Court of Appeals of the decision entered in the case of New York Telephone Co. v. Town of North Hempstead v. Nassau County, Index No. 12192/98

Method of Procurement: Three law firms were interviewed – Wilson Elser LLP, Rivkin Radler LLP and Ravi Batra.

Procurement History: n/a

Description of General Provisions: As described above

Impact on Funding / Price Analysis: $25,000.00

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	
Control:	
Resp:	
Object:	
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXX
County	$25,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$25,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100//DE502	$25,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$25,000.00

APPROVED: 11/3/10

INSURANCE SECTION

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name JV	Name	Date 12/14/10
Date 12/10/10	Date 12/10/10	(For Office Use Only)

E #:

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Rivkin Radler LLP CQAT10000029

CONTRACTOR ADDRESS: 926 RXR Plaza, Uniondale, New York 11556

FEDERAL TAX ID# 111853927

Instructions: Please check the appropriate box ("☑") after one of the follo

Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." [illegible] Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

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

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Nassau County Attorney at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

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

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

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

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

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

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

IN WITNESS WHEREOF, [illegible] the [illegible] as of the date first above written.

RIVKIN RADLER LLP

By: [illegible]

Name: William M. Savino

Title: Managing Partner

Date: September 5, 2010

NASSAU COUNTY

By: [illegible]

Name: John Ciampoli, County Attorney

Date: 12/14/10

By: [illegible]

Name: Richard R. Walker

Title: Deputy County Executive

Date: 12/14/10

PLEASE EXECUTE IN BLUE INK

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

On the 5th day of October in the year 2010 before me personally came William M. Savino to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Managing Partner of Rubin Radler LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Ilse Fox

NOTARY PUBLIC

ILSE FOX
Notary Public, State of New York
No. 01FO4989813
Qualified in Queens County
Commission Expires Dec. 16, 2013

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

On the 14th day of October in the year 2010 before me personally came John Ciampoli to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he or she is the County Attorney of Nassau County, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to law.

NOTARY PUBLIC Diana Catapano

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2011

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

On the 14 day of December in the year 2010 before me personally came Richard Rivelkin to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Doreen Pennica
NOTARY PUBLIC

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2011

1129682.2:620159:01930

Appendix H
Equal Employment Opportunities for Minorities and Women

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

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

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any

additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive

Director shall be final determinations and may only be vacated or [illegible] as provided in the civil practice Law and rules ("CPLR").

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

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

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

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

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

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

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

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

County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

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

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

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

[illegible] The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.

[illegible] County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of Contractor is:

   William M. Savino, Rivkin Radler LLP (Name)

   926 RXR Plaza, Uniondale, NY 11556 (Address)

   516 357-3000 (Telephone Number)

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

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

4. In the past five years, any administrative proceeding, investigation, or civil rights complaint initiated against the Contractor in connection with federal, state, or local laws or regulations pertaining to wages or benefits, labor relations, or occupational safety and health [illegible] has [illegible] has not been commenced against or [illegible] the Contractor in connection with federal, state, or local laws or regulations pertaining to wages or benefits, labor relations, or occupational safety and health [illegible] and a proceeding or investigation has been commenced, describe below: [illegible]

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

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

October 5, 2010
Dated

Wm. M. Savino
Signature of Chief Executive Officer

William M. Savino
Name of Chief Executive Officer

Sworn to before me this

5 day of October, 2010.

Ilse Fox
Notary Public

ILSE FOX
Notary Public, State of New York
No. 01FO4989813
Qualified in Queens County
Commission Expires Dec. 16, 2013

1129682.2:620159:01930

Contract ID#:CQAT10000029

CQATS120

Department: County Attorney

E-09-11

Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT10000029 NIFS Entry Date: _____ Term: from August 3, 2010 – August 1, 2011

New Renewal	☐
Amendment	X
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name: Rivkin Radler LLP	Vendor ID#: 111-85-3927
Address: 926 RXR Plaza, Uniondale, New York 11556	Contact Person: William Savino, Esq.
	Phone:

County Department	
Department Contact: Susan Gordon	
Address: 1 West St., Mineola, New York 11501	
Phone:	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification		DATE Approved Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	X X	23 Dec 2010		
	OMB	NIFS Approval	☐	12/29	Subject to approval Bond Tfr	Yes X No Not required if blanket resolution
12/29/10	County Attorney	CA RE&I Verification	☑	12/29/10		
12/29/10	County Attorney	CA Approval as to form	☑	12/29/10		Yes X No
	LEG Legislative Affairs	Fw'd Original K to CA	☐	1/3/11		
	LEG Rules ☐/ Leg. ☐		☐			
	County Attorney	NIFS Approval	☐	2/2/11		
	County Comptroller	NIFS Approval	☑	3/2/11		
	County Executive	Notarization Filed with Clerk of the Leg.	☐ ☐	1/3/11		

Contract ID#:CQAT10000029

Department County Attorney

Contract Summary

Description: Amend original agreement to increase maximum amount.

Purpose: To amend an agreement under which Counsel is representing the County in its appeal to the Appellate Division Second Department and, if necessary, to the NYS Court of Appeals of the decision entered in the case of New York Telephone Co. v. Town of North Hempstead v. Nassau County, Index No. 12192/98

Method of Procurement: n/a

Procurement History: Three law firms were interviewed – Wilson Elser LLP, Rivkin Radler LLP and Ravi Batra. Rivkin Radler was selected based on their qualifications and experience and immediate availability.

Description of General Provisions: As described above

Impact on Funding / Price Analysis: $300,000.00

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	
Control:	
Resp:	
Object:	
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$300,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$300,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100//DE502	$300,000.00
2		$
3	12/29/10	$
4		$
5		$
6		$
	TOTAL	$300,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/3/11
Date 3-2-11	Date 3/2/11	(For Office Use Only) E #:

PR5254 (8/04)

E-9-11

RULES RESOLUTION NO. 13-2011

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL AGREEMENT ENTERED INTO BY THE COUNTY ATTORNEY AND RIVKIN RADLER LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-10-11
VOTING:
ayes 4 **nayes** 3 **abstained** 0 **recused** 0
Legislators present: 7

WHEREAS, the County Attorney, has executed an amendment to a special counsel agreement with Rivkin Radler LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to the special counsel agreement entered into by the County Attorney and Rivkin Radler LLP

DISCLOSURE STATEMENT

SCHEDULE OF ALL PARTNERS
RIVKIN RADLER LLP

Rivkin Radler LLP
926 RXR Plaza, Uniondale, New York 11556-0926
Telephone: (516) 357-3000
Facsimile: (516) 357-3333

1. Brian Ade
2. James V. Aiosa
3. Gary D. Centola
4. Brian S. Conneely
5. Peter C. Contino
6. William Cornachio
7. Janice J. DiGennaro
8. Alan C. Eagle
9. Scott Eisenmesser
10. Richard S. Feldman
11. Anthony R. Gambardella
12. Jesse Graham
13. Jeffrey S. Greener
14. Walter J. Gumersell
15. Cheryl F. Korman
16. Yaron Kornblum
17. Michael A. Kotula
18. Evan H. Krinick
19. Barry I. Levy
20. Shari C. Lewis
21. David A. Manko
22. Peter P. McNamara
23. Anne M. Murray
24. Kenneth A. Novikoff
25. Frank Raia
26. David Richman
27. Pia E. Riverso
28. John L. Rivkin
29. Alan S. Rutkin
30. William M. Savino
31. Michael A. Sirignano
32. Stephen J. Smirti
33. Norman L. Tolle
34. Michael Troisi
35. Michael Versichelli
36. Stephen B. Weissman
37. David S. Wilck

Add Merril Biscone

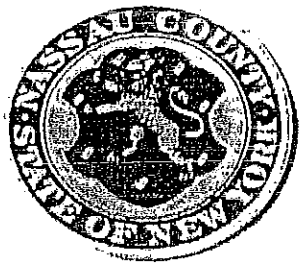
RULES RESOLUTION NO. – 2011

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL AGREEMENT ENTERED INTO BY THE COUNTY ATTORNEY AND RIVKIN RADLER LLP

WHEREAS, the County Attorney, has executed an amendment to a special counsel agreement with Rivkin Radler LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to the special counsel agreement entered into by the County Attorney and Rivkin Radler LLP

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: RIVKIN RADLER (CLAT10000092

CONTRACTOR ADDRESS: 926 RXR Plaza, Uniondale New York 11556

FEDERAL TAX ID# 111853927

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

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

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

III. X This is an amendment of an existing contract.
The contract was originally executed by Nassau County on October 14, 2010. This is an amendment to funds and which is within the scope of the contract. The original contract was entered into after intervi of the law firms of Wilson Elser Moskowitz Edelman & Dickler LLP, Rivkin Radler LLP and Ravi Batra.

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

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attachec memorandum from the department head explains why the department did no obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three provider submitted proposals. The memorandum describes how the contractor was determined to be th sole source provider of the personal service needed or explains why only two proposals could b obtained. If two proposals were obtained, the memorandum explains that the contract wa awarded to the lowest cost proposer, or why the selected proposer offered the higher qualit proposal, the proposer's unique and special experience, skill, or expertise, or its availability t perform in the most immediate and timely manner.

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

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

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

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

In certain limited circumstances, conducting a competitive process and/or completing perforn evaluations may not be possible because of the nature of the human services program, or because

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

John Ciampoli, County Attorney

12/24/10

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

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

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

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

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

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 18, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

John Ciampoli, County Attorney

10/14/10

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 1

AMENDMENT, dated as of December 23, 2010 together with any appendix, schedule or exhibit, if any (this "Amendment"), between (i) the Nassau County Attorney on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and (ii) Rivkin Radler LLP with offices located at 926 RXR Plaza Uniondale, New York 11556 ("Counsel").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT10000029 between the County and Counsel, executed on behalf of the County on October 14, 2010 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigation known as New York Telephone Co. v. Town of North Hempstead v. Nassau County, Index No. 12192/98, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement is from August 3, 2010 to August 1, 2011, unless sooner terminated in accordance with the provisions of the Original Agreement, provided the County may renew for two (2) additional one (1) year periods (the "Original Term");

WHEREAS; the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Twenty-five Thousand Dollars ($25,000.00) (the "Maximum Amount"); and

WHEREAS; the County and Counsel desire to increase the Maximum Amount.

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

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Three Hundred Thousand Dollars ($300,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be Three Hundred and Twenty-five Thousand Dollars ($325,000.00) (the "Amended Maximum Amount").

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

RIVKIN RADLER LLP

By: _____
Name: William M. SARINO
Title: MANAGING PARTNER
Date: December 23, 2010

NASSAU COUNTY

By: _____
Name: John Ciampoli
Title: County Attorney
Date: 12/24/10

By: _____
Name: Richard R. Walker
Title: Deputy County Executive
Date: 3/4/11

PLEASE EXECUTE IN BLUE INK

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

On the 23rd day of December in the year 2010 before me personally came William M. Savino to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Managing Partner of Rivkin Radler LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

MARY A. RYAN
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01RY4716738
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES FEB. 28, 2010

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

On the 23 day of December in the year 2010 before me personally came John Ciampoli to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the **County Attorney of Nassau County**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law.

NOTARY PUBLIC

NINA DELUCA
Notary Public, State of New York
No. 01DE6199846
Qualified in Suffolk County
Commission Expires Jan. 20, 2013

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

On the 4 day of March in the year 2010 before me personally came Richard Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **Deputy County Executive** of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2011

Contract ID#:CQAT10000029

Certified contract received on 03/08/2012

Department: County Attorney

E-59-12

Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT11000030 NIFS Entry Date: 01/20/2012 Term: from August 3, 2010 – Completion

New ☐ Renewal	☐
Amendment	X
Time Extension	X
Addl. Funds	X
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name: Rivkin Radler, LLP	Vendor ID#: 111853927
Address: 926 RXR Plaza, Uniondale, New York 11556	Contact Person: William Savino
	Phone: (516) 357-3349

County Department
Department Contact: Daniel Gregware
Address: 1 West St., Mineola, New York 11501
Phone: (516) 571-1675

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appvd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☐	1/26/12		Yes ☐ No ☐ Not required if blanket resolution
1/26/12	County Attorney	CA RE&I Verification ☑	1/26/12		
	County Attorney	CA Approval as to form ☐	1/26/12		Yes ☑ No ☐
1/26/12	LEG Legislative Affairs	Fw'd Original K to CA ☐	1/26/12	Gregory A. May	
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	02/08/2012		
	County Comptroller	NIFS Approval ☒	2/13/12		
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	1/27/12		

PR5254 (8/04)

Contract ID: CGA [illegible]

Department [illegible]

Contract Summary

Description: Contract Amendment for legal services

Purpose: Counsel provides legal services to the County in connection with litigation known as New York Telephone Co. v. Town of North Hempstead v. Nassau County, Index No. 12192/98, as well as representing the County on matters related to the issues presented by this suit and the multiple other claims and suits that relate to alleged tax refunds claimed against the County where such tax refund claimants assert various causes of actions for payment of the refunds including but not limited to claims made pursuant to the so-called "County Guaranty."

Method of Procurement: This is a contract amendment. See procurement history below

Procurement History: Three law firms were interviewed: Wilson Elser, LLP, Rivkin Radler, LLP and Ravi Batra. Rivkin Radler, LLP was selected based on their qualification and experience and immediate availability. The contractor's services have been satisfactory.

Description of General Provisions: As described above

Impact on Funding / Price Analysis: $650,000.00

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$650,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$650,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$650,000.00
2		$
3		$
4	1/26/12	$
5		$
6		$
TOTAL		$650,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged	Name
Name: JZ	Name:	Date: 1/27/12
Date: 2/13/12	Date: 2/13/12	(For Office Use Only)
		E #:

PR5254 (8/04)

FAML6455 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
CURRENT YR BUDGET & OBLIGATION SUMMARY

02/13/2
3:17

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 13 2011 ADADJ2011
INDEX :
ORGANIZATION : AT COUNTY ATTORNEY
CHARAC / OBJECT : X
FDTP FUND SFND : GF GEN GEN GENERAL FUND
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	OBJECT	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALA
	AA	SALARIES,	11,116,061	10,616,061	9,492,645	1,123,
	BB	EQUIPMENT	15,000	15,000	2,186	12,
	DD	GENERAL EX	742,279	742,279	426,793	315,
	DE	CONTRACTUA	2,000,000	8,800,000	7,654,884	1,145,
		EXP TOTAL	13,873,340	20,173,340	17,576,508	2,596,
		REV - EXP	-11,090,268	-17,390,268	-14,239,432	3,150,

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

[illegible]

[illegible]

VENDOR SUMMARY	ADJUSTED	ACTUAL BALANCE	ALL YEARS BALANCE
[illegible]		[illegible]	[illegible]
[illegible]		[illegible]	[illegible]
[illegible]		.00	
ACCT RECEIVABLE		[illegible]	[illegible]
[illegible]		.00	
[illegible] WITHHOLDING		.00	
[illegible] PAID		.00	
[illegible] W HELD		.00	
[illegible] PAID		.00	
[illegible] HOLD		.00	
[illegible] PAID		.06	[illegible]
[illegible] SELECT	PA [illegible]	PA NEXT	

[illegible]

G014 - RECORD FOUND

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 02/13/2
LINK TO: VENDOR SUMMARY 3:24
ACTIVE
FISCAL MO/YEAR : 02 2012
VENDOR NUMBER : 111853927 RIVKIN, RADLER LLP
VENDOR ALPHA :

S VENDOR SUMMARY	FEB 2012	ANNUAL BALANCE	ALL YEARS BALAN
ENCUMBRANCES	727,834.00	727,834.00	829,056
RETAINAGES	.00	.00	
ACCRUALS	.00	.00	68
PAYMENTS	.00	.00	715,245.
CASH RECEIPTS	.00	.00	
ACCT RECVABLE	.00	.00	
1099 TOTALS			
B/U WITHHOLDING			
B/U WITH PAID			
TX LIEN W/HELD	.00	.00	
TAX LIENS PAID	.00	.00	
ST BCKUP W/HOLD	.00	.00	
ST BU W/H PAID	.00	.00	

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK

G014 - RECORD FOUND

E-59.12

RULES RESOLUTION NO. 58 '01

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL AGREEMENT ENTERED INTO BY THE COUNTY ATTORNEY AND RIVKIN RADLER LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 2/6/12
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County Attorney, has executed an amendment to a special counsel agreement with Rivkin Radler LLP a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel agreement entered into by the County Attorney and Rivkin Radler LLP

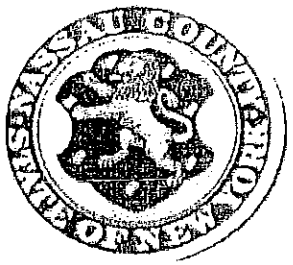
RULES RESOLUTION NO. – 2012

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL AGREEMENT ENTERED INTO BY THE COUNTY ATTORNEY AND RIVKIN RADLER LLP

WHEREAS, the County Attorney, has executed an amendment to a special counsel agreement with Rivkin Radler LLP a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel agreement entered into by the County Attorney and Rivkin Radler LLP

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Rivkin Radler, LLP (CLAT11000030)

CONTRACTOR ADDRESS: 926 RXR Plaza, Uniondale, New York 11556

FEDERAL TAX ID #: 111853927

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed on behalf of the County by the Deputy County Executive December 14, 2010 (and as amended thereafter). This is a renewal or extension pursuant to the contract, an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). T original contract was entered into after three law firms were interviewed – Wilson Elser, LLP, Rivk Radler, LLP and Ravi Batra. Rivkin Radler, LLP was selected based on their qualification and experien and immediate availability. The contractor's services have been satisfactory.

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

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

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

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

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

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

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

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

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

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

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

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

1 | 23 | 2012

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

DISCLOSURE STATEMENT

SCHEDULE OF ALL PARTNERS
RIVKIN RADLER LLP

Rivkin Radler LLP
926 RXR Plaza, Uniondale, New York 11556-0926
Telephone: (516) 357-3000
Facsimile: (516) 357-3333

1. Brian Ade
2. James V. Aiosa
3. Gary D. Centola
4. Brian S. Conneely
5. Peter C. Contino
6. William Cornachio
7. Janice J. DiGennaro
8. Alan C. Eagle
9. Scott Eisenmesser
10. Richard S. Feldman
11. Anthony R. Gambardella
12. Jesse Graham
13. Jeffrey S. Greener
14. David M. Grill
15. Walter J. Gumersell
16. Cheryl F. Korman
17. Yaron Kornblum
18. Michael A. Kotula
19. Evan H. Krinick
20. Barry I. Levy
21. Shari C. Lewis
22. David A. Manko
23. Peter P. McNamara
24. Anne M. Murray
25. Kenneth A. Novikoff
26. Frank Raia
27. David Richman
28. Pia E. Riverso
29. John L. Rivkin
30. Alan S. Rutkin
31. William M. Savino
32. Michael A. Sirignano
33. Stephen J. Smirti
34. Norman L. Tolle
35. Michael Troisi
36. Michael Versichelli
37. Stephen B. Weissman
38. David S. Wilck

AMENDMENT NO. 2

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting for and on behalf of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Rivkin Radler, LLP, having an office located at 926 RXR Plaza, Uniondale, New York 11556 ("Counsel" or "Contractor")

WITNESSETH

WHEREAS, pursuant to County contract number CQAT10000029 between the County and Counsel, executed on behalf of the County by the Deputy County Executive on December 14, 2010, and as amended by amendment one (1), County contract amendment number CLAT11000002, executed on behalf of the County by Deputy County Executive on March 4, 2011 (collectively the "Original Agreement"), Counsel provides legal services to the County in connection with litigation known as New York Telephone Co. v. Town of North Hempstead v. Nassau County, Index No. 12192/98, which services are more fully described in the Original Agreement (the "Services"); and

WHEREAS, the term of the Original Agreement is from August 3, 2010 until August 1, 2011, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County Attorney may renew this Agreement for two (2) additional one year periods (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Three Hundred Twenty-five Thousand Dollars ($325,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the Original Term, increase the Maximum Amount, and amend the Services of the Original Agreement.

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

1. Term Extension. The Original Term shall be extended until such time as is necessary to complete the Services and any additional services provided for in this Amendment No. 2, so that the termination date of the Original Agreement, as amended by this Amendment No. 2, shall be upon completion of the services provided under this Amendment No. 2, unless sooner terminated in accordance with the provisions of this Amendment No. 2.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Six Hundred Fifty Thousand Dollars ($650,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all services provided under the Amended Agreement shall be Nine Hundred Seventy-five Thousand Dollars ($975,000.00) (the "Amended Maximum Amount").

3. Services. Section 2 of the Original Agreement is hereby amended to add the following provision:

"In addition, the County Attorney has requested Counsel to provide additional representation on behalf of the County for matters related to the issues presented by the suit entitled New York Telephone Co. v. Town of North Hempstead v. Nassau County and the multiple other claims and suits that relate to alleged tax refunds claimed against the County where such tax refund claimants assert various causes of actions for payment of the refunds including but not limited to claims made pursuant to the so-called "County Guaranty".

4. Independent Contractor. Section 4 of the Original Agreement is hereby amended as follows:

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

5. Indemnification; Defense; Cooperation. Section 10 of the Original Agreement is hereby amended as follows:

"(a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement of a negligent act, error or omission by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County."

6. Assignment; Amendment; Waiver; Subcontracting. Section 11 of the Original Agreement is hereby amended as follows:

"This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Attorney or his or her duly designated deputy (the "County Attorney"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights."

7. The following section is added and made a part of the original contract:

"Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one

million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services one or more policies for professional liability insurance which policy(ies) shall have a minimum single combined limit liability of not less three million dollars ($3,000,000.00) per claim, (iii) compensation insurance for the benefit of Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Counsel has previously delivered to the County prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under any insurance required hereunder, Counsel shall provide written notice to the County of the same and deliver the renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure."

8. Accounting Procedures; Records. Section 14 of the Original Agreement is hereby amended as follows:

"Counsel shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement."

9. Limitations on Actions and Special Proceedings against the County. Section 15 of the Original Agreement is hereby amended as follows:

"No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the County Attorney for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year from final payment under or the termination of this Agreement, or (ii) the time specified in any other provision of this Agreement."

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

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

RIVKIN RADLER, LLP

By: William M. Salido
Name: William M. Salido
Title: Partner
Date: January 19, 2012

NASSAU COUNTY

By:
Name: John Ciampoli
Title: County Attorney
Date: 1/23/2012

NASSAU COUNTY

By:
Name: Richard R. Walker
Title: County Executive
☐ Deputy County Executive
Date: 1/27/12

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss
COUNTY OF NASSAU)

On the 11th day of January in the year 2012 before me personally came [illegible] to me personally known, who, being by me duly sworn did depose and say that he or she resides in the County of Nassau, that he or she is the Managing Partner of [illegible], the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

DIANA D[illegible]
Notary Public, State of New York
No. 01D[illegible]
Qualified in Nassau County
Commission Expires [illegible]

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

On the 23rd day of January in the year 2012 before me personally came John Ciampoli to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC STATE OF NEW YORK
NO. 01CA[illegible]
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2015

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

On the 27 day of JANUARY in the year 2012 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2015

2569938 v1

Certified contract received on 10/16/2013
LD

Contract ID#: CQAT10000029

Department: County Attorney

E-147-13

Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT13000018 NIFS Entry Date: 06/07/2013 Term: from August 3, 2010 – Completion

New ☐ Renewal	☐
Amendment # 3	X
Time Extension	☐
Addl. Funds	X
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name: Rivkin Radler, LLP	Vendor ID#: 111853927
Address: 926 RXR Plaza, Uniondale, New York 11556	Contact Person: William Savino
	Phone: (516) 357-3349

County Department	
Department Contact: Daniel Gregware	
Address: 1 West St., Mineola, New York 11501	
Phone: (516) 571-1675	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appvd & Fw'd	SIGNATURE	Leg Approval
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☐	6/19/13		425
6/21/13	County Attorney	CA RE&I Verification ☑	6/24/13		
	County Attorney	CA Approval as to form ☒	6/24/13		425
	LEG Legislative Affairs	Fw'd Original K to CA ☐	6/25/13	Gregory A. Mery	
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	07/30/2013		
	County Comptroller	NIFS Approval ☑	8/13/13		CG 8/10/13
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	6/26/13		

Contract ID#: COA110000029

Department: County Attorney

Contract Summary

Description: Contract Amendment for legal services.

Purpose: Counsel provides legal services to the County in connection with litigation known as New York Telephone Co. v. Town of North Hempstead v. Nassau County, Index No. 12192/98, as well as representing the County on matters related to the issues presented by this suit and the multiple other claims and suits that relate to alleged tax refunds claimed against the County where such tax refund claimants assert various causes of actions for payment of the refunds including but not limited to claims made pursuant to the so-called "County Guaranty."

Method of Procurement: This is a contract amendment. See procurement history below.

Procurement History: Three law firms were interviewed – Wilson Elser, LLP, Rivkin Radler, LLP and Ravi Batra. Rivkin Radler, LLP was selected based on their qualifications, experience and immediate availability. Additionally, the Contractor has previous contracted with the County.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $300,000.00

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$300,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$300,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$300,000.00
2		$
3		$
4	J. Amato 6/24/13	$
5		$
6		$
	TOTAL	$300,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name: Michael S. Cohen	Name: Steven Filiciotto	Date: 6/26/13
Date: 8/13/2013	Date: 8/13/13	(for Office Use Only) E #:

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Rivkin Radler, LLP (CLAT13000018)

CONTRACTOR ADDRESS: 926 RXR Plaza, Uniondale, New York 11556

FEDERAL TAX ID #: 111853927

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____

_____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed on behalf of the County by the Deputy County Executive on December 14, 2010, and as amended thereafter on March 4, 2011 and January 27, 2012. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after three law firms were interviewed Wilson Elser, LLP, Rivkin Radler, LLP and Ravi Batra. Rivkin Radler, LLP was selected based on their qualification and experience and immediate availability.

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

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

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

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

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

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

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

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services

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

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

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

10/7/2013

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

DISCLOSURE STATEMENT

SCHEDULE OF ALL PARTNERS
RIVKIN RADLER LLP

Rivkin Radler LLP
926 RXR Plaza, Uniondale, New York 11556-0926
Telephone: (516) 357-3000
Facsimile: (516) 357-3333

1. Brian Ade
2. James V. Aiosa
3. Gary D. Centola
4. Brian S. Conneely
5. Peter C. Contino
6. William Cornachio
7. Janice J. DiGennaro
8. Alan C. Eagle
9. Scott Eisenmesser
10. Richard S. Feldman
11. Anthony R. Gambardella
12. Stuart Gordon
13. Jeffrey S. Greener
14. David M. Grill
15. Walter J. Gumersell
16. Cheryl F. Korman
17. Yaron Kornblum
18. Michael A. Kotula
19. Evan H. Krinick
20. Christopher J. Kutner
21. Barry I. Levy
22. Shari C. Lewis
23. Benjamin Malerba
24. David A. Manko
25. Peter P. McNamara
26. Anne M. Murray
27. Kenneth A. Novikoff
28. Frank Raia
29. David Richman
30. Pia E. Riverso
31. John L. Rivkin
32. Alan S. Rutkin
33. William M. Savino
34. Michael A. Sirignano
35. Stephen J. Smirti
36. Norman L. Tolle
37. Michael Troisi
38. Michael Versichelli
39. Stephen B. Weissman
40. David S. Wilck

E-147-13

RULES RESOLUTION NO. 224-2013

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND RIVKIN RADLER, LLP.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-22-13
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Rivkin Radler, LLP., a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Rivkin Radler, LLP.

RULES RESOLUTION NO. 2013

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND RIVKIN RADLER, LLP.

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Rivkin Radler, LLP., a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Rivkin Radler, LLP.

AMENDMENT NO. 3

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Rivkin Radler, LLP, having an office located at 926 RXR Plaza, Uniondale, New York 11556 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT10000029 between the County and Counsel, executed on behalf of the County on December 14, 2010, as amended by amendment one (1), County contract amendment number CLAT11000002, executed on behalf of the County on March 4, 2011, and as amended by amendment two (2), County contract amendment number CLAT11000030, executed on behalf of the County on January 27, 2012 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigation known as New York Telephone Co. v. Town of North Hempstead v. Nassau County, Index No. 12192/98, for matters related to the issues presented by this suit, and the multiple other claims and suits that relate to alleged tax refunds claimed against the County where such tax refund claimants assert various causes of actions for payment of the refunds including but not limited to claims made pursuant to the so-called "County Guaranty," which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 3, 2010 until completion of Services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Nine Hundred Seventy-five Thousand Dollars ($975,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount.

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

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Three Hundred Thousand Dollars ($300,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be One Million Two Hundred Seventy-five Thousand Dollars ($1,275,000.00) (the "Amended Maximum Amount").

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

[Remainder of Page Intentionally Left Blank.]

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

RIVKIN RADLER, LLP

By: _____
Name: William M. Savino
Title: Managing Partner
Date: May 30, 2013

NASSAU COUNTY

By: _____
Name: John Ciampoli
Title: County Attorney
Date: 10/7/2013

NASSAU COUNTY

By: _____
Name: Timothy Sullivan
Title: County Executive

☐ Deputy County Executive

Date: 10/10/13

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss
COUNTY OF NASSAU)

On the 30th day of May in the year 2013 before me personally came William M. Savino to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Managing Partner of Rivkin Radler LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

DIANA DORSEY
Notary Public, State of New York
No. 01DO5067959
Qualified in Nassau County
Commission Expires December 24, 2013

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

On the 7 day of June in the year 2013 before me personally came John Ciampoli to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

NINA DELUCA
Notary Public, State of New York
No. 01DE6199846
Qualified in Suffolk County
Commission Expires Jan. 20, 2017

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

On the 18 day of October in the year 2013 before me personally came Timothy Sullivan to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE5258026
Qualified in Nassau County

DOCUMENT IS DOUBLE-SIDED

Contract ID#: CQAT10000029

Certified contract received on 10/10/2014 PM

Department: County Attorney

E-227-14

Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT14000029 NIFS Entry Date: 09/17/2014 Term: from August 3, 2010 – Completion

New ☐ Renewal	☐
Amendment # 4	X
Time Extension	☐
Addl. Funds	X
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name: Rivkin Radler, LLP	Vendor ID#: 111853927
Address: 926 RXR Plaza, Uniondale, New York 11556	Contact Person: William Savino
	Phone: (516) 357-3349

County Department
Department Contact: Daniel Gregware
Address: 1 West St., Mineola, New York 11501
Phone: (516) 571-1675

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☐	9/24/14		Yes☐ No☐ Not required if blanket resolution
9/24/14	County Attorney	CA RE&I Verification ☑	9/25/14		
	County Attorney	CA Approval as to form ☐	9/25/2014		Yes☑ No☐
	LEG Legislative Affairs	Fw'd Original K to CA ☐	9/25/14		
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	10/09/2014		
	County Comptroller	NIFS Approval ☑	10/31/14		MED 10/30/14
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	12/11/14		

Contract ID#: CQAT10000029

Department: County Attorney

Contract Summary

Description: Contract Amendment # 4 to outside counsel contract.

Purpose: Counsel provides legal services to the County in connection with litigation known as New York Telephone Co. v. Town of North Hempstead v. Nassau County, Index No. 12192/98, as well as representing the County on matters related to the issues presented by this suit and the multiple other claims and suits that relate to alleged tax refunds claimed against the County where such tax refund claimants assert various causes of actions for payment of the refunds including but not limited to claims made pursuant to the so-called "County Guaranty." This amendment increases the maximum amount of the contract.

Method of Procurement: This is a contract amendment. See procurement history below.

Procurement History: Three law firms were interviewed – Wilson Elser, LLP, Rivkin Radler, LLP and Ravi Batra. Rivkin Radler, LLP was selected based on their qualifications, experience and immediate availability. Additionally, the Contractor has previous contracted with the County.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $600,000.00 increase to maximum amount, but only $450,000.00 encumbrance at this time as per the contract

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$450,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$450,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$450,000.00
2		$
3		$
APPROVED	9/25/14	$
5		$
INSURANCE SECTION		$
REAL ESTATE	TOTAL	$450,000.00

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	
Name	Name	Name
Date 11/3/14	Date 10/32/14	Date 12/1/14

(For Office Use Only)

E #:

E·227-14

RULES RESOLUTION NO 236 2014

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND RIVKIN RADLER, LLP.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 10-6-14
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Rivkin Radler, LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Rivkin Radler, LLP.

RULES RESOLUTION NO. – 2014

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND RIVKIN RADLER, LLP.

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Rivkin Radler, LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Rivkin Radler, LLP.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Rivkin Radler, LLP (CLAT14000029)

CONTRACTOR ADDRESS: 926 RXR Plaza, Uniondale, New York 11556

FEDERAL TAX ID #: 111853927

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed on behalf of the County by the Deputy County Executive on December 14, 2010, and as amended thereafter on March 4, 2011, January 27, 2012, and October 10, 2013. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after three law firms were interviewed – Wilson Elser, LLP, Rivkin Radler, LLP and Ravi Batra. Rivkin Radler, LLP was selected based on their qualifications, experience, and immediate availability.

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

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

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

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

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

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

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

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

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

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

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

DISCLOSURE STATEMENT

SCHEDULE OF ALL PARTNERS
RIVKIN RADLER LLP

Rivkin Radler LLP
926 RXR Plaza, Uniondale, New York 11556-0926
Telephone: (516) 357-3000
Facsimile: (516) 357-3333

1. Brian Ade
2. James V. Aiosa
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22. Benjamin Malerba
23. David A. Manko
24. Peter P. McNamara
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30. John L. Rivkin
31. Alan S. Rutkin
32. William M. Savino
33. Michael A. Sirignano
34. Stephen J. Smirti
35. Norman L. Tolle
36. Michael Troisi
37. Michael Versichelli
38. Stephen B. Weissman
39. David S. Wilck

AMENDMENT NO. 4

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Rivkin Radler, LLP, having an office located at 926 RXR Plaza, Uniondale, New York 11556 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT10000029 between the County and Counsel, executed on behalf of the County on December 14, 2010, as amended by amendment one (1), County contract amendment number CLAT11000002, executed on behalf of the County on March 4, 2011, as amended by amendment two (2), County contract amendment number CLAT11000030, executed on behalf of the County on January 27, 2012, and as amended by amendment three (3), County contract amendment number CLAT13000018, executed on behalf of the County on October 10, 2013 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigation known as New York Telephone Co. v. Town of North Hempstead v. Nassau County, Index No. 12192/98, for matters related to the issues presented by this suit, and the multiple other claims and suits that relate to alleged tax refunds claimed against the County where such tax refund claimants assert various causes of actions for payment of the refunds including but not limited to claims made pursuant to the so-called "County Guaranty," which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 3, 2010 until completion of Services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was One Million Two Hundred Seventy-five Thousand Dollars ($1,275,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount of the Original Agreement.

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

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Six Hundred Thousand Dollars ($600,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be One Million Eight Hundred Seventy-five Thousand Dollars ($1,875,000.00) (the "Amended Maximum Amount").

2. Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. The Contractor further acknowledges that the first encumbrance shall be Four Hundred Fifty Thousand Dollars ($450,000.00). Thereafter, the Department shall notify the Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

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

[Remainder of Page Intentionally Left Blank.]

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

RIVKIN RADLER, LLP

By: Wm. M. Savino

Name: William M. Savino

Title: Partner

Date: Sept. 12, 2014

NASSAU COUNTY

By:

Name: Carnell Foskey

Title: County Attorney

Date:

NASSAU COUNTY

By:

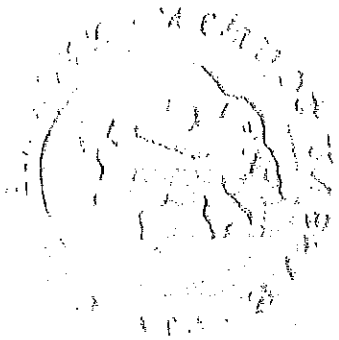
Name: Richard R. Walker

Title: County Executive

☑ Deputy County Executive

Date: 12/1/14

PLEASE EXECUTE IN BLUE INK



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

On the 12th day of September in the year 2014 before me personally came William Savino to me personally known, who, being by me duly sworn, did depose and say that he ~~or she~~ resides in the County of Nassau; that he ~~or she~~ is ~~the~~ a Partner of Rivkin Radler LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC Diana Dorsey

DIANA DORSEY
Notary Public, State of New York
No. 01DO6067959
Qualified in Nassau County
Commission Expires December 24, 2017

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

On the 19th day of September in the year 2014 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC Diana Catapano

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2015

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

On the 1 day of December in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci
NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

3032827 v3

received on 03/03/2015

Contract ID#: CQAT10000029

Department: County Attorney

Contract Details

SERVICES: Special Counsel

NIFS ID #: CAAT15000003 NIFS Entry Date: 01/27/2015 Term: August 3, 2010 – Completion

New ☐ Renewal ☐	
Advisement # 1 X	
Time Extension ☐	
Addl. Funds X	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes ☐	No X
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No X
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name Rivkin Radler, LLP	Vendor ID# 111853927
Address 926 RXR Plaza Uniondale, New York 11556	Contact Person William Savino
	Phone (516) 357-3349

County Department
Department Contact Daniel Gregware
Address 1 West Street Mineola, New York
Phone (516) 571-1675

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐			
	OMB	*NIFS Approval* ☐	2/[illegible]		Yes☐ No☐ Not required if blanket resolution
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐			
	County Comptroller	*NIFS Approval* ☑	2/20/15 2/20/15		

PR5254 (8/04)

Contract ID#: CQAT10000029

Department: County Attorney

Contract Summary

Description: Advisement # 1 to outside counsel contract.

Purpose: Advisement against an outside counsel contract to provide legal services to the County in connection with litigation known as New York Telephone Co. v. Town of North Hempstead v. Nassau County, Index No. 12192/98, as well as representing the County on matters related to the issues presented by this suit and the multiple other claims and suits that relate to alleged tax refunds claimed against the County where such tax refund claimants assert various causes of actions for payment of the refunds including but not limited to claims made pursuant to the so-called "County Guaranty." This advisement is to encumber additional funds pursuant to the terms of Amendment # 4.

Method of Procurement: Contract advisement. See procurement history below.

Procurement History: Three law firms were interviewed – Wilson Elser, LLP, Rivkin Radler, LLP and Ravi Batra. Rivkin Radler, LLP was selected based on their qualifications, experience and immediate availability. Additionally, the Contractor has previous contracted with the County.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $150,000.00 ($600,000.00 previous increase pursuant to Amendment # 4, but only $450,000.00 encumbered. This advisement is encumbering the remaining previously authorized unencumbered balance of $150,000.00).

Change in Contract from Prior Procurement: Not applicable

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$150,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$150,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$150,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$150,000.00

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date
Date 2/23/15	Date 2/20/15	(For Office Use Only) E #:

PR5254 (8/04)

E-255-15

COUNTY OF NASSAU

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

1. Name of the Entity: Rivkin Radler LLP

Address: 926 RXR Plaza

City, State and Zip Code: Uniondale, New York 11556-0926

2. Entity's Vendor Identification Number: 11-1853927

3. Type of Business: ____Public Corp X Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Law Firm LLP Other (specify)

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

N/A

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

See attached.

E-3284-14

DISCLOSURE STATEMENT

SCHEDULE OF ALL PARTNERS
RIVKIN RADLER LLP

Rivkin Radler LLP
926 RXR Plaza, Uniondale, New York 11556
Telephone: (516) 357-3000

1. Brian Ade
2. James V. Aiosa
3. Brian S. Conneely
4. Peter C. Contino
5. William Cornachio
6. Janice J. DiGennaro
7. Alan C. Eagle
8. Scott Eisenmesser
9. Richard S. Feldman
10. Anthony R. Gambardella
11. Erez Glambosky
12. Stuart Gordon
13. Jeffrey S. Greener
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17. Yaron Kornblum
18. Michael A. Kotula
19. Evan H. Krinick
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30. Frank Raia
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32. Pia E. Riverso
33. John L. Rivkin
34. Alan S. Rutkin
35. William M. Savino
36. 3.6Michael A. Sirignano
37. Stephen J. Smirti
38. Norman L. Tolle
39. Michael Troisi
40. Michael Versichelli
41. Stephen B. Weissman
42. David S. Wilck

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

Rivkin Radler Health Strategies

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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.

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

None

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

N/A

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

N/A

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

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

Dated: September 15, 2015

Signed: Wm. M. Savino

Print Name: William M. Savino

Title: Partner

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

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Rivkin Radler, LLP (CLAT15000028)

2. Dollar amount requiring NIFA approval: $ 600,000.00

Amount to be encumbered: $ 200,000.00

This is a ___ New Contract ___ Advisement ✓ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 08/03/2010-Completion

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Counsel is continuing services as amendment is sent for approvals.

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % ___
State % ___
County % 100

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

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

Counsel provides legal services to the County in connection with litigation known as New York Telephone Co. v. Town of North Hempstead v. Nassau County, Index No. 12192-98, as well as representing the County on matters related to the issues presented by this suit and the multiple other claims and suits that relate to alleged tax refunds claimed against the County where such tax refund claimants assert various causes of actions for payment of the refunds including but not limited to claims made pursuant to the so-called "County Guaranty." This amendment increases the maximum amount of the contract.

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

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

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

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

-CQAT10000029, max amount $600,000.00, encumbered previously unencumbered balance of $150,000.00 on 2/23/15 with advisement # CAAT15000003
-CQAT14000026, max amount $300,000.00, encumbered $150,000.00 on 11/3/14 and $150,000.00 on 4/10/15 with advisement # CAAT15000005
-CQAT14000022, max amount $24,900.00, encumbered $24,900.00 on 11/3/14
-CQAT14000025, max amount $250,000.00, encumbered $175,000.00 on 11/3/14 and $75,000.00 on 4/6/15 with advisement # CAAT15000004

AUTHORIZATION

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

Roseann DKlein 12/4/15

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

E-255-15

COUNTY OF NASSAU

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

1. Name of the Entity: Rivkin Radler LLP

Address: 926 RXR Plaza

City, State and Zip Code: Uniondale, New York 11556-0926

2. Entity's Vendor Identification Number: 11-1853927

3. Type of Business: ____Public Corp X Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Law Firm LLP Other (specify)

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

See attached

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

See attached.

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2015 DEC 18 P 1:59

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

Rivkin Radler Health Strategies

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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.

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

None

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

N/A

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

N/A

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

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

Dated: September 15, 2015

Signed: Wm. M. Savino

Print Name: William M. Savino

Title: Partner

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

DISCLOSURE STATEMENT

SCHEDULE OF ALL PARTNERS
RIVKIN RADLER LLP

Rivkin Radler LLP
926 RXR Plaza, Uniondale, New York 11556
Telephone: (516) 357-3000

1. Brian Ade
2. James V. Aiosa
3. Brian S. Conneely
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