Contract ID#: CQAT10000029



E-169-16
Department: County Attorney

Contract Details

SERVICES: Outside Counsel

NIFS ID #: <u>CLAT16000026</u>	NIFS Entry Date: <u>6/30/16</u> Term: <u>August 3, 2010 – C</u>	<u>ompletion</u>	
New Renewal	1) Mandated Program:	Yes 🗌	No 🛛
Amendment #6	2) Comptroller Approval Form Attached:	Yes 🖂	No 🗌
Time Extension	3) CSEA Agmt. § 32 Compliance Attached:	Yes 🗌	No 🛛
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🛛	No 🗌
Blanket Resolution RES#	5) Insurance Required	Yes 🖂	No 🗌

Agency Information

. Vendo	r 🧦 💮
Name Rivkin Radler, LLP	Vendor ID# 111853927
Address 926 RXR Plaza, Uniondale, New York 11556	Contact Person William Savino
1,330	Phone (516) 357-3349

Department Co	ontact		idimen	
Address			·	
1 West S	t.			
Mineola,		ork 11	501	
Phone				
	71-3034			

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)			Cole Itu	
	ОМВ	NIFS Approval		6 30 16	Mul Vater	Yes No Not required if blanket resolution
6/30/16	County Attorney	CA RE&I Verification	ø	430/16	tacly to les	
630/14	County Attorney	CA Approval as to form	⊻	4130/16	Jachynseta	Yes V No
	Legislative Affairs	Fw'd Original K to CA				
	Rules 🔲/ Leg. 🔲					
	County Attorney	NIFS Approval				
	County Comptroller	NIFS Approval			\mathcal{N}	
7/1/10	County Executive	Notarization Filed with Clerk of the Leg.		7/1/16	Illi .	

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Department: County Attorney

Contract Summary

Description:	Amendment #6	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: \$875,000.00 increase to maximum amount, but only \$300,000.00 encumbrance at this time pursuant to the terms of the contract amendment. With this increase, the new total maximum amount of the contract will be \$3,350,000.00.

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:	

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

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

RENEV	VAT,
% Increase	
% Decrease	

Document Prepared By:

NUCS Certification
| certify that this document was accepted into NIFS. | Comptroller Certification | Name | Name | Name | Name | Name | Name | Date | Date | (For Office Use Only) |

| Date | Date | E #:

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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.

loseann	Allera	6/29/16
Signature	Title	Date
Print Name		
	COMPTROLLER'	S OFFICE
	Vassau County Approved Budget a	formation listed is true and accurate and is in and not in conflict with the Nassau County
Regarding funding, plea	ase check the correct response:	
I certify that the	funds are available to be encumb	ered pending NIFA approval of this contract.
	onding for this contract has been app	proved by NIFA. but the project requires NIFA bonding authorization
Signature	Title	Date
Print Name		
, , , , , , , , , , , , , , , , , , , 	NIFA	
Amount being approved	d by NIFA:	<u>—</u>
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.

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A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND RIVKIN RADLER, LLP

WHEREAS, the County has negotiated an amendment to a personal services agreement with Rivkin Radler, LLP to provide legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the said amendment
to an agreement with Rivkin Radler, LLP

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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.

and amendments.
CONTRACTOR NAME: Rivkin Radler, LLP (CLAT16000026)
CONTRACTOR ADDRESS: 926 RXR Plaza, Uniondale, New York 11556
FEDERAL TAX ID #: <u>111853927</u>
<u>Instructions:</u> Please check the appropriate box ("⊠") after one of the following roman numerals, and provide all the requested information.
I. □ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in [newspaper] on
[date]. The sealed bids were publicly opened on [date] [#] of sealed bids were received and opened.
II. The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on [date]. Potential proposers were made aware of the availability of the RFP by advertisement in [newspaper], posting on industry websites, via
email to interested parties and by publication on the County procurement website. Proposals were due on [date] [state #] proposals were received and evaluated. The evaluation committee consisted of:
(list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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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, December 1, 2014, and April 26, 2016. 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.							
\square 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.							

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VI.

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

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

VII.

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

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

VIII. 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 submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

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

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

6/3/16

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. 03/16

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COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

Friends of Edward Mangano Nassau County Democratic Committee

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

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

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

Dated: June 27, 2016	Vendor: Rivkin/Radler LLP Signed: WM. M. SAVUA			
	Print Name: William M. Savino			
	Title: Partner			

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Business History Form

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

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

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

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

Dat	e: June 27, 2016
1)	Proposer's Legal Name: Rivkin Radier LLP
2)	Address of Place of Business: 926 RXR Plaza, Unlondale, NY 11556-0926
List	all other business addresses used within last five years: None
3)	Mailing Address (if different): N/A
Pho	one : 516-357-3000
Do	es the business own or rent its facilities? Rent
4)	Dun and Bradstreet number: N/A
5)	Federal I.D. Number:11-1853927
6)	The proposer is a (check one): Sole Proprietorship Partnership Corporation Other (Describe)
7)	Does this business share office space, staff, or equipment expenses with any other business? Yes No If Yes, please provide details:
8)	Does this business control one or more other businesses? Yes V No If Yes, please provide details: RR Investors (a private investment entity owned by partners of the Firm)

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9)	oes this business have one or more affiliates, and/or is it a subsidiary of, or controlled by ny other business? Yes 📝 No If Yes, provide details	1
10)	as the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nass ounty or any other government entity terminated? Yes No 📝 If Yes, state the ame of bonding agency, (if a bond), date, amount of bond and reason for such cancellating forfeiture; or details regarding the termination (if a contract).	
11)	as the proposer, during the past seven years, been declared bankrupt? Yes No 🔽 Yes, state date, court jurisdiction, amount of liabilities and amount of assets	
12)	the past five years, has this business and/or any of its owners and/or officers and/or any filiated business, been the subject of a criminal investigation and/or a civil anti-trust vestigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject criminal investigation and/or a civil anti-trust investigation by any federal, state or local rosecuting or investigative agency, where such investigation was related to activities erformed at for, or on behalf of an affiliated business. es No If Yes, provide details for each such investigation	
13)	the past 5 years, has this business and/or any of its owners and/or officers and/or any ffiliated business been the subject of an investigation by any government agency, including ut not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, as any owner and/or officer of an affiliated business been the subject of an investigation my government agency, including but not limited to federal, state and local regulatory gencies, for matters pertaining to that individual's position at or relationship to an affiliate usiness. Yes No If Yes, provide details for each such investigation	by d
14)	las any current or former director, owner or officer or managerial employee of this busine ad, either before or during such person's employment, or since such employment if the harges pertained to events that allegedly occurred during the time of employment by the ubmitting business, and allegedly related to the conduct of that business: a) Any felony charge pending? Yes No If Yes, provide details for each such charge	
	b) Any misdemeanor charge pending? Yes No 🚺 If Yes, provide determined to the such charge	ails
	c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes No	_

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	If Yes, provide details for each such conviction
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes No ✓ If Yes, provide details for each such conviction
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes No ✓ If Yes, provide details for each such occurrence
business respect to	st (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No . If Yes, provide details for h instance.
pay any a limited to such yea	ast (5) tax years, has this business failed to file any required tax returns or failed to applicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No
	tailed response to all questions checked "YES". If you need more space, se appropriate page and attach it to the questionnaire.
17) Conflict o a) cor	of Interest: Please disclose any conflicts of Interest as outlined below. NOTE: If no inflicts exist, please expressly state "No conflict exists." (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No financial conflict exists
	(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict of Interest
	(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict of interest
b)	Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. Our Firm maintains a conflict committee review. No file can be opened and billed until any conflict is cleared in accordance with the rules of professional practice. We have obtained the County's consent on a matter where we represent interests adverse to the County. This matter is now the subject of a preliminary settlement agreement.

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A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified. SEE ATTACHMENT NO. 1

Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation:
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business. SEE ATTACHMENT NO. 1
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Utica National Insurance Company
Contact Person Bernard J. Turl, Esq., General Counsel and Senior Vice President
Address 180 Genesee Street
City/State New Hartford, NY 13413
Telephone 315-734-2295
Fax #315-734-2662
E-Mail Address_bernard.turi@uticanational.com

Company Central Insurance Companies
Contact Person_Christopher E. Wasson, General Counsel
Address 800 S. Washington Street
City/State Van Wert, OH 45891-2381
Telephone (419) 238-5551
Fax #(419) 238-7626
E-Mail Address_cwasson@central-insurance.com
Company Bethpage Federal Credit Union
Company Bethpage Federal Credit Union
Company Bethpage Federal Credit Union Contact Person Linda M. Armyn, Senior Vice President
Company Bethpage Federal Credit Union Contact Person Linda M. Armyn, Senior Vice President Address 899 S. Oyster Bay Road
Company Bethpage Federal Credit Union Contact Person Linda M. Armyn, Senior Vice President Address 899 S. Oyster Bay Road City/State Bethpage NY 11714-1030

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CERTIFICATION

CONNECTION WITH THIS QUESTIONNAIRE IN SUBMITTING BUSINESS ENTITY NOT RESPO BID OR FUTURE BIDS, AND, IN ADDITION, MA FALSE STATEMENT TO CRIMINAL CHARGES	ONSIBLE WITH RESPECT TO THE PRESENT AY SUBJECT THE PERSON MAKING THE
I, William M. Savino, being duly the Items contained in the foregoing pages of thi attachments; that I supplied full and complete ar knowledge, information and belief; that I will noti circumstances occurring after the submission of the contract; and that all information supplied by information and belief. I understand that the Couquestionnaire as additional inducement to enter entity.	rswers to each item therein to the best of my fy the County in writing of any change in this questionnaire and before the execution of me is true to the best of my knowledge, anty will rely on the information supplied in this
Sworn to before me this 2^{12} day of $\frac{1}{2}$	20 <u>l</u> le
Notary Public	ILANA CAMARDA Notary Public, State of New York No. 01CA6342365 Qualified in Nassau County
Commission Exp	Commission Expires May 23, 20 Z
Name of submitting business: Rivkin Radler LLP	
By: William M. Savino Print name Print name Print name	
Signature Partner	
Title June / 27 / 2016 Date	
Mary State Control of the Control of	

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN

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BUSINESS HISTORY FORM

(ATTACHMENT NO. 1)

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

For our Firm's qualification we respectfully refer you to our Firm's website at www.rivkinradler.com

Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation; 1953
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

See attached list of the general partners, those who have a financial interest in our Firm.

- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable); N/A
- v) The number of employees in the firm; Approximately 300
- vi) Annual revenue of firm;

Our law firm is a private company and does not disclose its financial information. Having said this our annual Firm revenues exceed \$40 million

- vii) Summary of relevant accomplishments See website
- viii) Copies of all state and local licenses and permits.

All general partners are duly licensed to practice law in their designated State.

- B. Indicate number of years in business. 63 years
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. **See website**

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PRINCIPAL QUESTIONNAIRE FORM

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

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

1.	Principal Name Rivkin Radier LLP; William W. Savino, Partner
	Date of birth/
	Home address
	City/state/zip
	Business address 926 RXR Plaza
	City/state/zip Uniondale, NY 11556-0926
	Telephone _516-357-3000
	Other present address(es) None
	City/state/zip N/A
	Telephone N/A
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable) President/ / Treasurer// Chairman of Board/_ / Shareholder// Chief Exec. Officer// Secretary// Chief Financial Officer/ Partner1 // 1982 Vice President/_ / (Other)
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details. As a general partner, there is an ownership interest in the Firm
4 .	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or pot- for-profit organization other than the one submitting the questionnaire? YESNO; If Yes, provide details.



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6.	Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES NO					
ope Pro	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy or late page and attach it to the questionnaire.				
7.	in the porganization	past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:				
	a.	Been debarred by any government agency from entering into contracts with that agency? YES NO If Yes, provide details for each such instance.				
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.				
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YESNO				
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO V If Yes, provide details for each such instance.				
8.	bankru the pa bankru any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a aptroxy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroxy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is such business now the subject of any pending bankruptcy proceedings, whenever ad? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)				
	a)	Is there any felony charge pending against you? YES NO $\boxed{\checkmark}$ If Yes, provide details for each such charge.				
	b)	Is there any misdemeanor charge pending against you? YES NO ✓ If Yes, provide details for each such charge.				
	c)	Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge.				
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.				

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	e)	misdemeanor?	•	cted, after trial or by plea, of a is for each such conviction.	
	f)			l in violation of any administrati If Yes, provide details for each	
9.	years, investi subject for, or respor	have you been the signation by any federal tof an investigation on behalf of the sub	subject of a criminal in il, state or local prose where such investigat mitting busines <u>s en</u> tity	se to the previous questions, in nvestigation and/or a civil anti-trouting or investigative agency a tion was related to activities per y and/or an affiliated business lif Yes, provide details for each	rust and/or the rformed at, isted in
10.	listed i anti-tru includi princip	n response to Quest ust investigation and, ng but not limited to	ion 5, been the subje /or any other type of i federal, state, and loc	st 5 years has any business or ct of a criminal investigation an nvestigation by any governmen cal regulatory agencies while yo If Yes; provide details for each	d/or a civil t agency, ou were a
11.	respor	ise to Question 5 ha	d any sanction impos o any professional lice	r any other affiliated business lied as a result of judicial or admense heid? YESNO	inistrative
12.	applica	able federal, state or	local taxes or other a	any required tax returns or failed assessed charges, including bu	t not limited

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CERTIFICATION

Date

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

PALSE STATEMENT TO CRIMINAL CHARGES	,
I, William M. Savino, being duly sethe items contained in the foregoing pages of this attachments; that I supplied full and complete an knowledge, information and belief; that I will notificircumstances occurring after the submission of the contract; and that all information supplied by information and belief. I understand that the Coulquestionnaire as additional inducement to enter entity.	swers to each item therein to the best of my y the County in writing of any change in this questionnaire and before the execution of me is true to the best of my knowledge, nty will rely on the information supplied in this
Sworn to before me this 2 day of June	20_16
Notarý Public Notarý Public HANA CAMARDA Notary Public, State of New Y No. 01CA6342365 Qualified in Nassau Count Commission Expires May 23, 2	
Rivkin Radler LLP	
Name of submitting business	15 m Paul
William M. Savino Print hame M. M. Salina Signature	
Partner	
Title	
June / 27 /2016	

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			•
			,

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, NY 11556
2. Entity's Vendor Identification Number: 11-1853927
3. Type of Business:Public Corp X PartnershipJoint Venture
Ltd. Liability CoClosely 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 partie of Joint Ventures, and all members and officers of limited liability companies (attach additiona 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

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				•

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.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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	:
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Page	3	of	4
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(b) Describe lobbying activity description of lobbying activities.	of each lobbyist. See below for a complete
N/A	
(c) List whether and where th Nassau County, New York State):	e person/organization is registered as a lobbyist (e.g.,
N/A	
	ist be signed by a principal of the consultant, signatory of the firm for the purpose of executing Contracts.
The undersigned affirms and so swea statements and they are, to his/her kn	ars that he/she has read and understood the foregoing nowledge, true and accurate.
_{Dated:} June 1, 2016	Signed: Whi.h. Savino
	Print Name: William M. Savino
	Title: Partner

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Page 4 of 4

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.

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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. John Bruno
- 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. Erez Glambosky
- 13. Stuart Gordon
- 14. Jeffrey S. Greener
- 15. David M. Grill
- 16. Walter J. Gumersell
- 17. Cheryl F. Korman
- 18. Yaron Kornblum
- 19. Michael A. Kotula
- 20. Evan H. Krinick
- 21. Christopher J. Kutner
- 22. Stella Lellos
- 23. Barry I. Levy
- 24. Shari C. Lewis
- 25. Benjamin Malerba
- 26. David A. Manko
- 27. Peter P. McNamara
- 28. Gregory D. Miller
- 29. Anne M. Murray
- 30. Kenneth A. Novikoff
- 31. Frank Raia
- 32. David Richman
- 33. Pia E. Riverso
- 34. John L. Rivkin
- 35. Alan S. Rutkin
- 36. William M. Savino
- 37. Michael A. Sirignano

- 38. Stephen J. Smirti
- 39. Norman L. Tolle
- 40. Michael Troisi
- 41. Michael Versichelli
- 42. Stephen B. Weissman
- 43. David S. Wilck

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AMENDMENT NO. 6

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, as amended by amendment four (4). County contract amendment number CLAT14000029, executed on behalf of the County on December 1, 2014, and as amended by amendment five (5), County contract amendment number CLAT15000028, executed on behalf of the County on April 26, 2016 (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 Two Million Four Hundred Seventy-five Thousand Dollars (\$2,475,000.00) (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. <u>Maximum Amount</u>. The Maximum Amount in the Original Agreement shall be increased by Eight Hundred Seventy-Five Thousand Dollars (\$875,000.00) (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 Three Million Three Hundred Fifty Thousand Dollars (\$3,350,000.00) (the "Amended Maximum Amount").

- 2. <u>Partial Encumbrance</u>. 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 Three Hundred Thousand Dollars (\$300,000.00). 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. <u>Full Force and Effect</u>. 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
$(0, \cdot)$
By: Wm. M. Sarins
Name:
Title:
Date:
NASSAU COUNTY
By:
Name: Carnell Foskey
Title: County Attorney Date: July 2016
Q
NASSAU COUNTY
By:
Name:
Title: County Executive
Denth County Franchis
Deputy County Executive

PLEASE EXECUTE IN BLUE INK

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STATE OF NEW YORK)		
)ss.: COUNTY OF NASSAU)		
On the 27 day of	Tuve in the year 2 personally known, who, being County of Nassau Nadler CLP	o// before me personally came g by me duly sworn, did depose ; that he or-she is the the corporation described
thereto by authority of the board of d	•	one algree the arrive marke
NOTARY PUBLIC	ANDREA M. SAWYERS	
STATE OF NEW YORK)	NO. 01SA6023562 Qualified in Nassau Cou Commission Expi es June :	inty 20. 20 1 9
)ss.: COUNTY OF NASSAU)		
On the 30th day of June Carnell Foskey to me personally known he resides in the County of Nassau; municipal corporation described here signed his name thereto pursuant to County.	own, who, being by me duly that he is County Attorney o ein and which executed the	of the County of Nassau, the above instrument; and that he
NOTARY PUBLIC	Jaclystes	JACLYN DELLE Notary Public, State of New York No. 02DE6305114
STATE OF NEW YORK)		Qualified in Nassau County Commission Expires on June 2, 20_13
)ss.: COUNTY OF NASSAU)		
On the day of to me and say that he or she resides in the County Executive of the County of N which executed the above instrume pursuant to Section 205 of the Cour	nt; and that he or she signed	d his or her name thereto
NOTARY PUBLIC		

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.Contract ID#: CQAT10000029

Certified contract La

Department: County Attorney received 6/8/16

Contract Details

SERVICES: Outside counsel

141,3 1D. #. <u>CAA116000013</u>	NIFS Entry Date: <u>05/12/16</u>	Term: August 3, 2010-Completion
Jew D Penavial C		

New Renewal	1) Mandated Program:	Yes	No 🛛
Advisement #1	2) Comptroller Approval Form Attached:	Yes	No 🗵
Time Extension	3) CSEA Agmt. § 32 Compliance Attached:	Yes	No 🛛
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes	No 🛛
Blanket Resolution RES#	5) Insurance Required	Yes 🖂	No 🗆
· · · · ·	<u> </u>	1000	NO

Agency Information

Name Rivkin Radler, LLP	Vendor ID# 11853927	County Department Department Contact Jaclyn Delle
926 RXR Plaza Uniondale, New York 11556	Contact Person William Savino	Address 1 West Street
ن ره خاس	Phone (516) 357-3349	Mineola, New York 11501 Phone (516) 571-3034

Routing Slip

	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	Fw'd.	1000 1th	Required
	OMB	NIFS Approval	□ 5/18/16	Magalla	Yes No Not required
	County Executive	Notarization Filed with Clerk of the Leg.	日/		blanket resolu
16	*County Comptroller	NIFS Approval	2/17/1	Ill	

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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 Northern Hempstead v. Nassau County, Index # 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 is an advisement to encumber additional funds pursuant to the terms Method of Procurement: Contract advisement. See procurement history below.

Procurement History: Three law firms were interested - 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 Description of General Provisions: As described above.

Impact on Funding / Price Analysis: \$400,000.00 (\$600,000.00 max amount pursuant to original agreement, but only \$200,000.00 encumbered. This advisement is to Change in Contract from Prior Procurement: N/A

AMOUNT

Recommendation: approve as submitted

Advisement Information

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

OEW.	Revenue Contract	XXXXXXX
AT	County	
1100	Federal	\$400,000.00
DE502	State	•
	Capital	\$
	Other	\$
VAL V	TOTAL	\$400,000.00
		<u> </u>

Revenue Contract

FUNDING SOURCE

LINE	INDEX/OBJECT CODE	YAN KATAMA
1	ATGEN1100/DE502	\$400,000.00
2		\$
4		\$
5	· · · · · · · · · · · · · · · · · · ·	\$
6		\$
	TOTAL	\$400,000.00

RENEV	VAL.
% Increase	
% Decrease	

ument Prepared By:			
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######	NIFS Certification		Date:
Name	certify that this document was accepted into NJFS.	Comptroller Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name County Recurive Approval
		Name Name	Date
Date	5 31 11	Date	S 1/7/11 (For Office Use Only)
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Contract ID#: CQAT10000029



C'ertified copy received 5/10/16

Department: County Attorney

Contrac	et Details SERVICE	ES: Outside Counsel
NIFS ID #: <u>CLAT15000028</u>	NIFS Entry Date: 11/19/2015 Te	
New Renewal	1) Mandated Program:	
Amendment #5	2) Comptroller Approval Form Attac	Yes No 🛇
Time Extension	3) CSEA Agmt. § 32 Compliance At	140 23 140
Addl. Funds	4) Vendor Ownership & Mgmt. Disc	1,00
Planket Resolution RES#	5) Insurance Required	
	. :	Yes 🛛 No 🗆
Agency Informatio	n	
Ve	ndor.	E State Control of the Control of th
Name Rivkin Radler, LLP	Vendor ID# 111853927	County Department Department Contact Jaclyn Delle
Address	Contact Person	Address
926 RXR Plaza, Uniondale, New Y	ork William Savino	1 West St.
	Phone	Mineola, New York 11501
	(516) 357-3349	Phone
		(516) 571-3034
Routing Slip		
DATE Recall DEPARTMENT	The second second second second	333.
"manyor 2004年在1996年至1998年1998年1998年1998年1998年1998年1998年199	Internal Verification Approach	SIGNATURE Leg. Approval Required
Department NIFS NIFS	Entry (Dept) Appvl (Dept. Head)	OOO A A SAFGUIRE
A 12 :	Approval	Yes No
12/4/15 County Attorney CAR	E&I Verification	Not required if blanket resolution
/1//		

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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 Hempsead 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 related to the index of the County 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 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 Method of Procurement: Contract amendment. See procurement history below.

Procurement History: Three law firms were interviewed – Wilson Eiser, ILP; Rivkin Radler, LLP; and Ravi Batra. Rivkin Radler, LLP was selected based on their 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:	
	

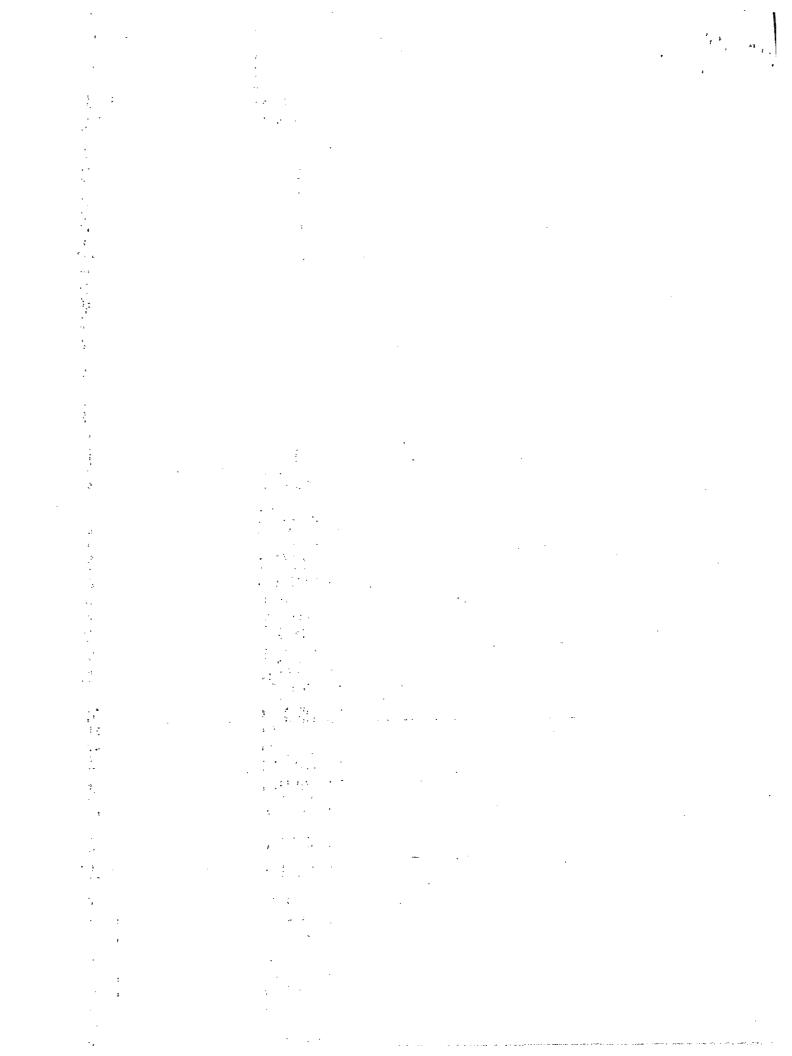
AMOUNT
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\$200,000.00
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_		TOTAL	\$200,000.00
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CO RENEV	VAL.
% Increase	
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Document Prepared By:

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NIFS Certification server	9.8-1-2	_
certify that this document was accepted into Aucc	I certify that an unexcambered belance sufficient to cover this contract is	Date:
Name , Same Name	r certify that an unencembered balance sufficient to cover this contract is	Name County Executive Approval
Date	Name Name	
112/1	Date	Date
11411	98/11	F 41. (Fdr Office Use Only)
•		E#:
i	:	



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 Logislature
By Voice Vote on /-//-/
VOTING:
ayes / Eayes 3 abstaired 0 recused 0
Logislators 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

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A RESOLUTION AFFIRMING TO 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

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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

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 ("\overline{\Omega}") after one of the following
roman numerals, and provide all the requested information.
A = A = A = A = A
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 sealed bids were publicly opened on
sealed bids were publicly opened on [date] on [date]
II. The contractor was selected pure
posting on industry websites, via email to interested parties and by publication on the County evaluated. The evaluation committee consisted of: Troposals was issued on procurement website. Proposals were due on proposals were received and evaluated. The evaluation committee consisted of:
streaming proposer was selected.

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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 thereaf on March 4, 2011, January 27, 2012, October 10, 2013, and December 1, 2014. This is a renewal extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of t 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 the qualifications, experience, and immediate availability. IV.

Description 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 ☐ 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 V.

— Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not 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 C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General , and the attached memorandum explains how the purchase is within the scope of the terms of that contract. Services contract □ D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the services

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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 reas 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 performan 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 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

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

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

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

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

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

Department Head Signature

NOTE: Any information requested above, or in the exhibit below, may be included in the county's 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

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

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

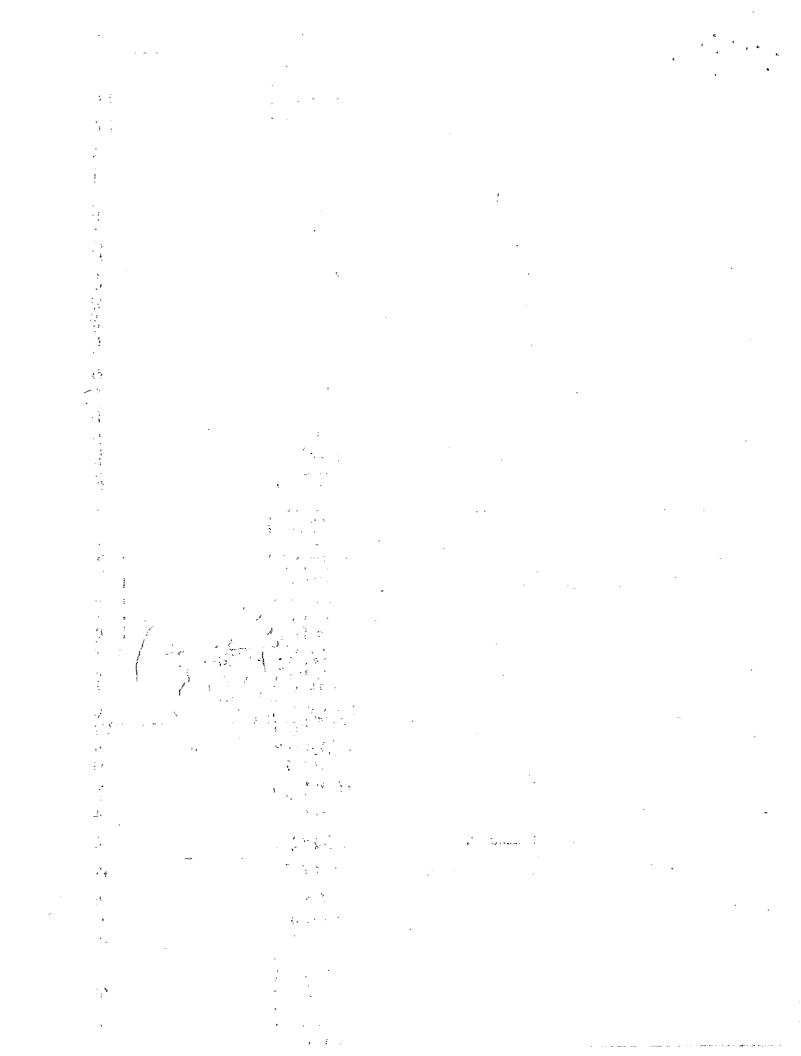
- 2. <u>Partial Encumbrance</u>. Counsel acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. Counsel further acknowledges that the first encumbrance shall be Two Hundred Thousand Dollars (\$200,000.00). Thereafter, the Department shall amount encumbered. Such notification shall serve as notice to proceed.
- 3. <u>Full Force and Effect</u>. 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.

and the Clive Date	
RIVKIN RADLER, LLP	
By: W.M. Sarina Name:	
Title:	<u>.</u>
Date:	_
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NASSALI GOTT	
NASSAU COUNTY	
By:	
TILLE: County Attorn	
Date:	
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NASSAU COUNTY	
TO COOM Y	
By: All	
Name: Charle Reburde	
Title: County Executive	
Deputy County Executive	
Details County Executive	
Date: 4/26/16	

PLEASE EXECUTE IN <u>BLUE</u> INK



STATE OF NEW YORK)	
COUNTY OF NASSAU)	
On the <u>Olst</u> day of <u>September</u> in the year 20 <u>15</u> before me personally came and say that he or she resides in the County of <u>Massace</u> ; that he or she is the	€
and say that he or she resides in the County of Massace; that he or she is the 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.	3
NOTARY PUBLIC Notary Public, State of New York	
STATE OF NEW YORK)	
COUNTY OF NASSAU)	
On the 23rd day of November in the year 20 before me personally came he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau	
NOTARY PUBLIC JACLYN DELLE Notary Public, State of New York No. 02DE6305114 Qualified in Nassou County	
COUNTY OF NASSAU)	
On the 40 day of Appl in the year 2016 before me personally came and say that he or she resides in the County of Manual; that he or she is a Deputy which executed the above instrument; and that he or she signed his or her name thereto the County Government Law of Nassau County.	
NOTARY PUBLIC HIMMAN ASHI PUBLIC PUBLIC PUBLIC PUBLIC PUBLIC	
Exp. February 04, 2017: NEW MASSAU COUNTY: XE	

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Contract ID#:CQAT10000029

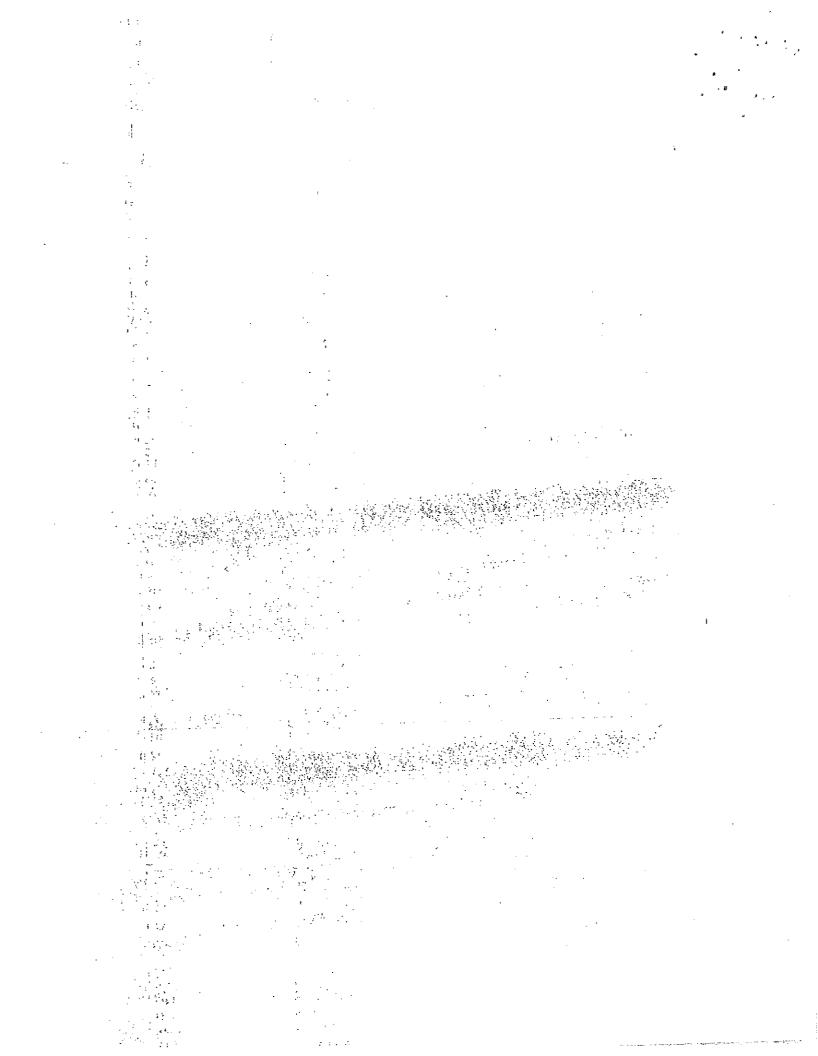
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County Comptroller



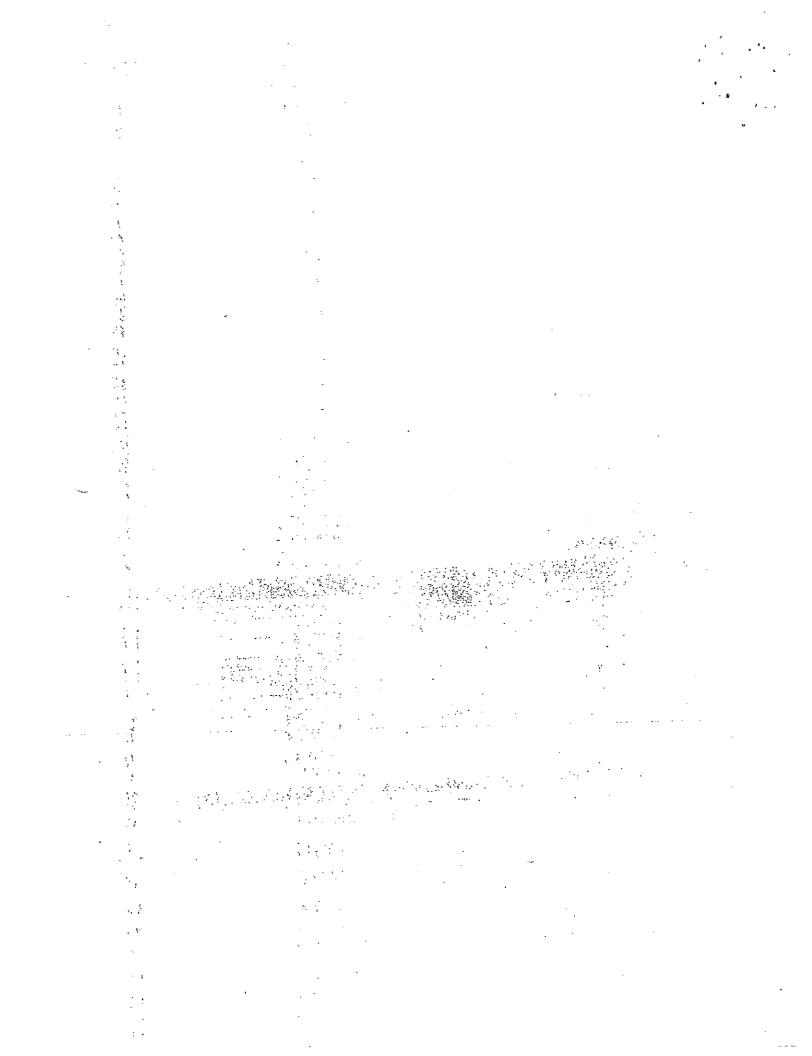
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Rivkin Radler LLP	Vyndor ID#	Department C	DIV Department
926 RXR Plaza Uniondale, New York	Contact Person William Savino, Es	I West St	
		Phone	New York 11501
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Department: County Attorney

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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

CONTRACTOR NAME: Rivkin Radler LLP CQAT10000029

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

FEDERAL TAX ID# 111853927

Instructions: Please check the approximation
Instructions: Please check the appropriate box ("\overline{\Omega}") after one of the following
roman numerals, and provide all the requested information.
Let I Be contract
I. The contract was awarded to the lowest, responsible bidder after advertisement in
for sealed bids. The contract was awarded after a request for sealed bids was published later. The sealed bids were publicly opened on [newspaper] on
sealed bids were publicly opened on [date] on [date]
[date]. The sealed bids were publicly opened on sealed bids were received and opened. [date] after a request for sealed bids was published in the sealed bids were publicly opened on [date]. [#] (
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[date]. Potential proposers were made aware of the availability of the RFP by copies of the RFP. Proposals were due on received and evaluated. The [date]. [#] proposals [figure 1
received Proposals were due on [#] of potential proposers re-
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John Ciampoli, County Attorney	
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NOTE: Any information requested above, or in the exhibit below, may be included in the county Compt. form Pers./Prof. Services Contracts: Rev. 02/04	ی در
of Bervices Contracts: Rev. 02/04	

PRINCE DE MANAGE



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COUNTY OF NASSAU OFFICE OF THE COUNTY ATTORNEY Rulph G. Cam Executive and Legislative Building One West Street Minenia, New York 11501-4520 516-571-3056 FAX: 516-571-6604

The County Attorney's office is seeking to extend the time for responses to the request for qualifications To Whom It May Concern: for proposals from law firms for special counsel to the County of Nassau. The details regarding the extension of time to respond to RFQ# AT 0519-1018 is as follows:

TITLE: Request for Qualification for Special Counsel to the County of Nassau - Amendment for time to RFQ# is AT0519-1018 respond to request #AT 0519-1018_

AMENDMENT#_1_.

This amendment has been issued to change the end/due date of this proposal.

All other terms and conditions remain the same.

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NASSAU COUNTY ATTORNEY'S OFFICE

REQUEST FOR QUALIFICATIONS ("RFQ") FOR SPECIAL COUNSEL TO THE COUNTY OF NASSAU

DATE OF ISSUE: May 19, 2010 RPQ # AT0519-1018.

BACKGROUND AND PURPOSE OF THE REO

The County Attorney's Office serves as counsel for the County of Nassau (the "County") and its agencies, representing the County in virtually all lawsuits brought on behalf of, or against, the County in federal and state courts and administrative proceedings. The County also provides legal representation to County officials and employees who are sued in their individual and official capacities, and whom the County is required to defend and indemnify pursuant to law.

The purpose of this RFQ is to establish a panel of qualified law firms from which the County Attorney, at his sole and absolute discretion, may select and appoint as Special Counsel. Subsequent to qualification the law firm will be on retainer to the County.

This RFQ process neither precludes nor limits the County Attorney's powers under the Nassau County Charter to select Special Counsel, as may be required from time to time, beyond those firms selected under this RFQ. The panel of law firms qualified under this RFQ may be supplemented and updated periodically, and needed and as may be specified by the County Attorney.

A Deputy County Attorney will be assigned to each matter to, inter alia, coordinate representation of

Special Counsel contracts will be awarded for a period of one year, with one-year renewal options

All proposals will be evaluated on the following criteria:

- 1. Cost
- 2. Experience and references
- 3. General reputation in the areas of law specified from the list set forth below
- 5. Resources to be directly applied in performing services

The County Attorney may conduct personal interviews with the

SUCTION II SCOPE OF SURVICES AND SCOPE OF WORK

The County is seed my to enter into retainer agreements with law firms known to have experiences The following areas including, but not limited to: torts, commercial integration, construction literates following to drights languation, labor and employment litigation, tax certionary, bunk inproversal casts The scienced in the support of the science of the s Time shall provide such legal representation to the highest professional standards

The firms shall specify on their submissions the areas of law in which they practice and particularize the areas of law in which they wish to be qualified panel members.

With respect to litigation, arbitration, mediation and other proceedings, the firms retained will be called upon to provide all customary special counsel services in their respective areas of experience s muluding, but not limited to, drafting of pleadings, drafting of written discovery demands and responses, conducting depositions, attending court conferences, drafting and filing of pretrial motions, including motions for summary judgment, preparing for and conducting trials, filing posttrul motions and appeals, judgment and post-judgment proceedings.

SECTION LII - CONTRACT TERMS

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- 1. The term of the contract shall be for a one-year period. The County Attorney does not guarantee any particular number of cases to be referred to the selected firms, if any
 - 2. The County will pay Special Counsel up to the following hourly rate schedule:

Partner - up to a maximum of \$175.\$250 per hour
Associate - up to a maximum of \$125 \$175 --- hour Associate - up to a maximum of \$125-\$175 per hour

The proposal submitted shall contain the hourly rates to be charged by the firm for the services provided. Proposals shall include separate billing scale for in-court and out-of-court time charged,

within the above parameters. The periodic billing statements submitted by the selected law firms will be subject to verification and audit by the County Attorney's office and/or the Office of the Nassau County Comptroller.

Travel fees, expenses and disbursements, charged separately, will be subject to verification and audit by the County Attorney's office and/or the Office of the Nassau County Comptroller.

The selected law firms shall provide status reports periodically, or as requested, to the County Attorney and/or his designee.

SECTION IV - THE PROPOSAL PACKAGE

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The proposal package submitted by each firm shall contain the following:

- 1. Proposal Cover Letter The proposing firm shall submit a cover letter transmitting its proposal to the County Attorney. The cover letter shall be signed and dated by an individual authorized to negotiate and enter into a contract with the County on behalf of the proposing law firm. The telephone number, facsimile transmission number, and e-mail address of that person shall also be stated in the letter, together with a statement that the indicated individual is the authorized contact for the proposing law firm.
- 2. Technical Proposal The Technical Proposal is a narrative that addresses the Scope of Work described in Section II of this RFQ. At a minimum, the following shall be included:
- a. A brief description of the firm's experience in each of the areas of law for which it proposes to provide services.
- b. The names, resumes, relevant background, areas of practice, and the courts to which the attorneys are admitted to practice, of those attorneys in the firm who would be directly responsible
- c. The employee composition of the firm, indicating the number of attorneys, paralegals and support staff.
- d. A statement from the firm regarding any potential or actual conflicts of interest including, but not limited to: (i) any material arrangements, relationships or other employment that the firm or any firm employee has with any law firms, or other persons or entities, that may create a conflict of interest, or the appearance of a conflict of interest, in acting as Special Counsel to the County; (ii) any family relationship that any employee of the firm has with any County public official, employee or servant that may create a conflict of interest, or the appearance of a conflict of interest, in acting as Special Counsel to the County; (iii) a list of all cases and matters in which the firm, at the time of submission of its proposal, is actively engaged in which the County is a party. In addition, the Technical Proposal shall describe any procedures the firm either has, or would adopt, to assure the County that a conflict of interest would not exist for the firm in the future.
- e. A statement that the firm does not discriminate against employees or applicants for employment because of race, religion, creed, color, national origin, sex, age, disability, marital
 - f. A statement that the firm agrees to abide by the County's Code of Ethics.
- g. A statement representing that the firm will carry malpractice insurance in connection with its representation of the County.
 - h. The name, title and telephone number of the person authorized to act on behalf of the

Againment to follow happation and representation guidelines as may be promulgated the County Attorney

Any questions regarding this RFQ should be addressed to the County Attorney's Contact Penon-

Lisa LoCurto, First Chief Deputy County Attorney
Office of the County Attorney

1 West Street
Mineata, New York 11501
(516) 571-3033

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SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, dated as of August 3, 2010 (together with the schedules, appendic attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) the Nassa municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (ii) Rivkin Radler LLP with offices located at 926 RXR Plaza Uniondale, New York 11556 ("Counsel").

WITNESSETH:

WHEREAS, the Supreme Court, Nassau County recently ruled against the County in the mater of New York Telephone Co. v. Town of North Hempstead v. Nassau County (Third Party), Index No. 12192/98; and

WHEREAS, the County Attorney has determined that an appeal of the decision is warrante

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

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WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

WHEREAS, the County desires to hire Counsel to perform the services described in this

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

- August M, 2011, unless sooner terminated in accordance with the provisions of this Agreement, periods.

 Term. This Agreement shall commence on August 3, 2010 and shall terminate on 1 provided that the County Attorney may renew this Agreement for two (2) additional one year
- 2. <u>Services</u>. The services to be provided by Counsel under this Agreement ("Services") shall consist of 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 <u>New York</u> Telephone Co. v. Town of North Hempstead v. Nassau County, Index No. 12192/98. All Services shall be provided by or directly supervised by partners William M. Savino and Stephen J. Smirti, Jr.
- 3. Pavment. (a) Amount of Consideration. The amount to be paid to Counsel as full consideration for Counsel's Services during the initial stages of representation under this Agreement shall not exceed the sum of Twenty-Five Thousand Dollars (\$25,000.00) ("Maximum Amount"). Hourly compensation paid to partners and associates shall be Two Hundred and Fifty Dollars (\$250.00) and to parally shall be harry sallars (\$9.00).
- (b) <u>Vouchers: Voucher Review. Approval and Audit</u>. Payments shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the

- actually a convey less of allowable expenses, the certains that the decrease remier of an edge payagent pequested are in accordance with this Agreement, and (c) is accompanied by document tation satisfactory to the County supporting the amount claimed, and upon one is approval and audit of the Voucher by the Department and/or the County Comptroller or in duly steps ignated representative (the "Comptroller").
- * (7) Timing of Payment Claims. Counsel shall submit claims no later than three (3) is said tollowing the County's receipt of the services that are the subject of the claim include more to make a Chattan ance a month.
- frequently than once a monto.

 (el) Expenses and Disbursement. Counsel shall be compensated with the Maximum, amount for all reasonable expenses and disbursements actually incurred, including but not limited to our of packet disbursements for travel, expert costs, messengers, investigators, trial preparation services and other legitimate expenses.
- (c) Payments in Connection with Termination or Notice of Termination. Unless a procession of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement expressly states otherwise, payments to for services that were (i) performed Agreement shall not exceed payments made as consideration for services that were (ii) not performed after prior to fermination, (ii) authorized by this Agreement to be performed, and (iii) not performed after prior to fermination, (iii) authorized by this Agreement to be performed, and (iii) not performed after prior to fermination, (iii) authorized by this Agreement to be performed, and (iii) not performed after prior to fermination of the country did not desire to feedive such services.
- Lindependent Confinetor. Counsel is an independent contractor of the County Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee or Person County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word with the authority to commit the County to any obligation. As used in this Agreement the word with the authority to commit the County to any obligation. As used in this Agreement the word with the authority to commit the County to any obligation thereof (including agencies, bureaus, liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
 - 5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, confractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
 - 6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall performance under this Agreement in furtherance of the foregoing, Counsel is bound by and shall performance under this Agreement in furtherance of the foregoing, Counsel is bound by and shall performance under this Agreement in furtherance of the foregoing, Counsel is bound by and shall perform and the County's registration comply with the terms and conditions of Appendix EE, attached hereto and the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, and the county's registration and the c
 - (b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:
 - (i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the every that such breach is not timely cured, the County may terminate this applicable law.
- (iii) It shall be a continuing obligation of the Counsel to inform the County of an material changes in the content of its certification of compliance and shall certification's accuracy.
- and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, Information so that the Counsel may take such action, as it deems appropriate.
- 7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information shall be returned to the County.
- 8. <u>Service Standards</u>. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- 9. <u>No Conflict Representation</u>. (a) During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.
- (b) Further to the foregoing, the County consents to Counsel's representation of certain clients with adverse interests to the County ("Matters"). These Matters include Nassau County v. Travelocity, County of Nassau v. Richard Dattner Architect. P.C. et al., Nassau County Fire Counsel's attorneys is a hearing officer for SCAR hearings

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- Indemnituation; Degense; Cooperation. (a) Counsel shall indemnity develop hold harmless the County the Department and its officers, employees, and a constitue to . Parties") from and against any and all liabilities arising out of or in connection or Liperentes. under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel or a be generable for that portion, if any, of a loss that is caused by the negligeness of the first
- (b) Coursel shall upon the County's demand and at the County's direction prompts condiffigently defend, at Counsel's own risk and expense, any and all suits, actions, of proceeding. which may be brought or instituted against one or more Indemnified Parties for which Council is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel dual pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action. suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.
 - (d) The provisions of this Section shall survive the termination of this Agreement.
- Assignment: Amendment: Waiver: Subcontracting: This Agreement and Amounts. Counsel shall obtain and obligations hereinder new but he in whole or part (i) assigned, transferred or disposed of this Agreement, at its own expense; (i) one or more policies for commercial general of the posses of the Agreement, at the state of the Wassau County Executive or his or her duly liability insurance, which policy(ies) shall name "Nassau County Executive or his or her duly designated deputy (the "County Executive"), 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 two million dollars (\$2,000,000.00) per claim and three million dollars (\$2,000,000,000) in the aggregate; (iii) compensation insurance for the henefit of the 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 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. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department 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.

- Assignment: Amendment: Waiver: Subcontracting. This Agreement and the right and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (i) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance; shall not constitute a waiver of such rights. 13.
- Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual writte Agreement of the County and the Counsel, (iv) by Counsel, at such time as the "Maximum Amount as provided in Section 3 hereof has been exceeded and the parties hereto have not agreed to increa the Maximum Amount; and (v) in accordance with any other provisions of this Agreement express.

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

- (b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the County Attorney, at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the County Attorney shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the
- (c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.
- Accounting Procedures: Records. 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. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if Counsel is a nonprofit entity, must comply with the accounting guidelines set forth in the federal Office of

stancement & Boszer's usual of the local promptes of local Polar community the Deposition of Polar community the Deposition of Records shall at all time, be available for audit and inspection by the Comptroller, the Deposition of Records and all times are an any other governmental authority with introllering over the provision of services hereunded as a local playment therefore, and any of their duly designated representatives. The provisions of the Systement Section shall survive the termination of the Systement

- apecial proceeding shall lie or be prosecuted or maintained against the County upon any claim and any of or in connection with this Agreement unless:
- demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DEF or 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 payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or payment on the demand or claim for the Applicable DCE under this Section to each of (j) the copies of the documents presented to the Applicable DCE under this complaint or necessary. 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 moving papers of counsel shall allege that the above-described actions and inactions preceded.
 - (b) <u>Time Limitation</u>. 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 (I) the accurat of the range of action, and (ii) the time specified in any other provision of this Agreement.
 - 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 legal work performed in accordance this Agreement irrespective by this Agreement, and irrespective Counsel Agent to perform some or all of the work contemplated by the County.

 Of whether the use of such Counsel Agent has been approved by the County.
 - 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 the parties expressly waive any objections to the same on any grounds, including venue and the parties expressly waive any objections to the same on any grounds, including venue and the parties expressly waive any objections to the same on any grounds, including venue and forum the parties expressly waive any objections to the same on any grounds, including venue and forum the parties expressly waive any objections to the same on any grounds, including venue and forum the parties expressly waive any objections to the same on any grounds, including venue and forum the parties expressly waive any objections to the same on any grounds, including venue and forum the parties expressly waive any objections to the same on any grounds, including venue and forum the parties expressly waive any objections to the same on any grounds, including venue and forum the parties expressly waive any objections to the same on any grounds, including venue and forum the parties expressly waive any objections to the same on any grounds, including venue and forum the parties expressly waive any objections to the same on any grounds, including venue and forum the parties of the parties of
 - 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 delivery, evidenced by a signed, dated receipt, (iii) 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 made on the date the delivery receipt was signed by a County Attorney at the address specified after it is mailed or one (i) business day after it is released to a courier service, as applicable, and after it is mailed or one (i) business day after it is released to a courier service, as applicable, and after it is mailed or one (ii) business day after it is released to a courier service, as applicable, and after it is mailed or one (ii) business day after it is released to a courier service, as applicable, and after it is nealed or one (ii) business days from the Nassau County Attorney at the address specified above for the Applicable DCE (d)(i) if to the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (d)(i) if to the Department, (iii) if to an Applicable DCE, to the attention of the Address specified above for the Country Road, (whose name Counsel shall obtain from the Department) at the address specified above for Country Road, (whose name Counsel shall obtain from the Department) at the address specified above for Counsel, or in each case to such Agreement on behalf of Counsel, to the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

- All Legal Provisions Deemed Included: Severability: Supremacy. (a) Every prov. required by Law to be inserted into or referenced by this Agreement is intended to be a part of the 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 Agreeme 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 an
- (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
- (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
- 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
- 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
 - 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 (fi) this Agreement has been executed by the County Executive (as defined in this Agreement).
- 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
 - 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.

respectively and training ide first above written.

RIVKIN RAIPLER LLP

managing Parties yame. Filler Date

NASSAU COUNT

County Priorney Name: John Ciampoli,

. Date:

Title: Reputy County Executive
Date: 12/14/10

STATE OF NEW YORK) COUNTY OF NASSAU) On the 5th day of October _ in the year 2010 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 NASSAU Managing Dantma of herein and which executed the above instrument; and that he or she signed his or her name thereto NOTARY PUBLIC Notary Public, State of New York No. 01FO4989813 STATE OF NEW YORK) Qualified in Queens County Commission Expires Dec. 18, 201 COUNTY OF NASSAU) On the 14 May of October in the year 2010 before me personally came 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, STATE OF NEW YORK
OO OF CASSASS AU COUNTY
COMMISSION EXPIRES MAR. 31, 201 STATE OF NEW YORK) COUNTY OF NASSAU) _ in the year 2010 before me personally came depose and say that he or she resides in the County of NASSAL ; 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 NOTARY PUBLIC DOREEN R. PENNICA NOTARY PUBLIC

STATE OF NEW YORK COMMISSION NO. 01PE6170832 EXPIRES 7/23/2011 Equal Employment Opportunities in Minorities and Women

The province of the September 1 to secure product the forument to

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

- (a) The Contractor shall not discriminate against employees or applicants for employment (Local Law 14-2002) shecause of race, ereed, color, national origin, sex, age, disability or marital status in recructment. temployment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or concinue existing, programs related to regruitment, employment, job assignments, promotions, upgradings, transfers; and rates of pay or other forms of compensation to ensure that minority group as inbers 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 apportunities 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

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additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affai:

- (h) At any time after Subcontractor approval has been requested and prior to being grant the contracting agency may require the Contractor to submit Documentation Demonstrating Bes 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 reques 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 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 make Best Efforts to comply with this Appendix Contract.
- (1) 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 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, recommendation of the Executive Director shall either (i) adopt the penalties should be imposed or (ii) determine that no sanctions, fines or provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any 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

The deal hall be mail determine our law any only be talled to the provided in the civil practice law and rules ("CPLR").

(10) The contractor shall provide contracting agency with information regarding of subcontracts awarded under any County Contract, including the amount of compensation, page 10 pach Subcontractor and shall complete all forms provided by the Executive Director of 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 permination. 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 Count. 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

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

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

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

- 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 advertisem if used, shall be included to demonstrate that it contained language indicating the 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 Count Contractor's affidavit with a notary's signature and stamp shall be required as pa
- Proof of having provided reasonable time for M/WBE Subcontractors to respond Ъ. to bid opportunities according to industry norms and standards. A chart outlinin 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
- Proof or affidavit that M/WBE Subcontractors were allowed to review bid d. 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 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
- Proof or affidavit that negotiations were held in good faith with interested f. 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
- 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.

The outlinder of performance expected of Salacontracted in the Contract contractor and also be included with the Best Effort Focumentation

county Contractors may include any other type of documentation these ternecessary to purified demonstrate their Best Efforts regarding their bid document

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm why 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 acontractor 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 intilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of hest 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.

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Appendix L

Certificate of Compliance

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

	(The "Law") Community	
111	Counsel hereby certifies	the
	I. The chief	dic.
	in the chief executive officer of a	
	Milliam M. SAVINO RIVEW RADLE ALP 926 RXR PLAZA UNIONI-PLA	
	MATINO BIVEW R. 19	
	and the state with the	(NT
. ;	926 BXR PLAZA JUNIO 1	_ (Name,
- 1	926 RXR PLAZA UNiON dale NY 11556	
7. 	26 357 3000	(Address
1		
- r	2. The Contractor agrees to all	umber)
÷	Living Wage Law or (2) as not 1 comply with the requirement	
	2. The Contractor agrees to either (1) comply with the requirements of the Nassau Contractor agrees to either (2) as applicable, obtain a waiver of the requirements of the Nassau Contractor of the Law or obtain a waiver of the Contractor does not a contractor agree by the Law or obtain a waiver of the Contractor does not a contractor agree by the Law or obtain a waiver of the Contractor does not a contractor agree by the Contractor ag	ידתו
3	Contractor de Law or obtain a viscon did the Contractor de la	W
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i	Law and Rules pertaining to waivers, the County will agree to terminate the contract	a
ŕ	imposing costs or cook imposing to waivers, the County will receive such waiver by	ition of
Ą	damages against the Contracts.	on the
ŧ	oondagor — oondago	Without
1 1	3. In the past five years, Contractor has has not been found by a court of benefits, labor relations, or occupational safety assessed against the Court of the co	
	or benefits to have violated federal has not been found.	
4	assessed again at the actions, or occupational settle, or local laws regulations	ra
	government agency to have violated federal, state, or local laws regulating payment of assessed against the Contractor, describe below:	f wages
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The the greater ware, an administrative presending, in early about a consistent and action has due not been considered action of the durate, or local lay regulation particular theorems and action with federal, and conditions regulation particular theorems. The nearly labor relations, or our upational latest and health. It most a present in the investigation has been commenced, describe below 1994.

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 helief, 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 Signs

Signature of Chief Executive Officer

Name of Chief Executive Officer

Sworn to before me this

______day of _

October, 2010

Mbe Fox

ILSE FOX
Notary Public, State of New York
No. 01F04989813
Qualified in Queens County
Commission Expires Dec. 16, 20

Notary Public



Contract Details

E-09-

NIFS ID #: CLAT D000000	SERVICES: Special Couns NIFS Entry Date:Term: from August 3, 2010 1) Mandated Program:	- August 1	, 2011
P D C #	2) Comptroller Approval Form Attached: 3) CSEA Agmt. § 32 Compliance Attached: 4) Vendor Ownership & Mgmt. Disclosure Attached: 5) Insurance Required	Yes \(\text{Yes } \times \) Yes \(\text{Yes } \cup \) Yes \(\text{Yes } \text{X} \)	No X No I No X
Agency Information	1	Yes X	No 🗌

Neme VOII (I	(O)
Rivkin Radler LLP	Vendor ID# 111-85-39>7
926 RXR Plaza Uniondale, New York 11556	Contact Person William Savino, Esq.
	Phone

•	COUNTY DEPARTMENT Contact Department Contact Susan Gordon
	Address
	1 West St. Mineola, New York 11501

Routing Slip

DATE	DEPARTMENT	Internal Verification		
	Department	NIFS Entry (Dept) NIFS Appvl (Dept, Head)	Approace SIGNATIONS X 23 Dec	Leg Approvated
	ОМВ	NIFS Approval	X 2010 Q	Required.
12/29/10	County Attorney	CA RE&I Verification	Bent Try Thorn	// Not required to
1431/10		CA Approval as to form	7270 G. (max)	blanket resolution
	Legislative Affairs	Fw'd Original K to CA	2/2/10	Yes X No
	Rules / Leg.		118/11 Kregoz V. NY	
1 !	County Attorney	NIFS Approval		
[]	County Comptroller	NIFS Approval	DP/V/	
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- , ·	
Contract Summary	allota Division
Of the doc	aximum amount.
Description: Amend original agreement	ish Counsel is representing the Conicion suffered in the case of New York
To amend an agreement under wi	Le MVS Court of Appeals of the decision of the
Purpose: To amend an agreement under winder winder winder winder to be second Department and, if necessary, to the Telephone Co. V. Town of North Hempster	ich Counsel is representing the County is its appeal to the Appellate Division he NYS Court of Appeals of the decision entered in the case of New York ad v. Nassau County, Index No. 12192/98
Second Deput the Town of North Hempste	ad v, ivassau
Telephone Corv. 1 ovi	
Method of Procurement: n/s	
Method of Procusping	
*	Divisio Radler
	Division Radler LLP and Ravi Batra, Kivkii Italia
	Apprigmed - Wilson Elser LLP, Rivalla Miller L
Three law firms were I	derive we and immediate availability.
Procurement History.	nterviewed – Wilson Elser LLP, Rivkin Radler LLP and Ravi Batra. Rivkin Radler s and experience and immediate availability. shove
was selected based on an As described	bove
The Control At Caption Address Control	
/ Drice Auglysis: \$300,000.00	
Impact on Funding / Price Analysis: \$300,000.00	
Change in Contract from Prior Procurement: N/A	
New of submitted 33%	
Recommendation: approve as submitted	
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AUVISETTOTT	SOURCE ANGUNU 5300,000.00
THE RUNDING	
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I certify that this document was accepted into NIFS.	present in the appropriation to be charged. Date
certify that this document was accepted in war.	Name 1/3/11
	Name (For Office Use Only)
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The Later Marie	

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 / - / 0 - / /

VOTING:

syes / 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

Brian Ade James V. Aiosa 0.1Gary D. Centola Brian S. Conneely 4. Peter C. Contino , 5 William Comachio 6. Janice J. DiGennaro Alan C. Eagle €8. Scott Eisenmesser Richard S. Feldman 9. 11. Anthony R. Gambardella Jesse Graham # 12s+ Jeffrey S. Greener 13. 14. Walter J. Gurnersell Cheryl F. Korman 15. 16. Yaton Kornblum Michael A. Kotula 17. Evan H. Krinick 18. Barry I. Levy 19. Shari C. Lewis 20. David A. Manko . 21. Peter P. McNamara Arme M. Murray 22. 23. Kenneth A. Novikoff 24. Frank Raja 25. David Richman 26. Pia E. Riverso 27. John L. Rivkin 28. Alan S. Rutkin 29. William M. Savino 30. Michael A. Sirignano 31 Stephen J. Smirti 32. Norman L. Tolle 33. Michael Troisi 34. Michael Versichelli

35.

36.

37.

David S. Wilck

Stephen B. Weissman in a Metal 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 Aldragus 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

CONTRACTOR NAME: RIVKIN RADLER (CLATIO000009)

CONTRACTOR ADDRESS: 926 RXR Plaza, Uniondale New York 11556

FEDERAL TAX ID# 111853927

FEDERAL TAX ID# 111000
after one of the following
Instructions: Please check the requested information.
Instructions: Please check the appropriate box (roman numerals, and provide all the requested information. roman numerals, and provide all the requested information. If I he 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 for sealed bids. The contract was awarded after a request for sealed bids was published in the contract was awarded on [date] [#]
the section blues the section in the
1 1 lide were Dilbiloly open
[date]. The sealed bids were received and opened. sealed bids were received and opened.
sealed bids were reconstruction.
sealed bids were received and of
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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 amendm funds and which is within the scope of the contract. The original contract was entered into after i 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 prof were solicited and received. The attached memorandum from the department describes the proposals received, along with the cost of each proposal. V.

— Pursuant to Executive Order No. 1 of 1993 as amended, the attamemorandum from the department head explains why the department did A. There are only one or two providers of the services sought or less than three prov submitted proposals. The memorandum describes how the contractor was determined to be sole source provider of the personal service needed or explains why only two proposals coul obtained. If two proposals were obtained, the memorandum explains that the contract awarded to the lowest cost proposer, or why the selected proposer offered the higher qui proposal, the proposer's unique and special experience, skill, or expertise, or its availabilit ☐ 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 relev C. Pursuant to General Municipal Law Section 104, the department is purchasing the servirequired through a New York State Office of General within the scope of the terms of that contract. D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the ser 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 refor 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 course

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 Starements of Qualifications & Performance Data, and its negotiations with the most highly qualified

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

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. two employees: concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

John Ciampoli, County Attorney

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 memorardum.

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

D. Pursuant to General M.	pal Law Section 119-0, the department is purchasing the
required through an inter	pal Law Section 119-0, the de-
§ :	ipal agreement.
YI. This is a human	tile and the second sec
competitive process has	es contract with a not-for-profit agency for woonducting a competitive process, and details when for the future award of the f
for entering into this contract	initiated. Attached is initiated. Attached is
intends to initiate a competitive	onducting a competitive new memorandum that explains a
the vendor has previously provided as-	initiated. Attached is a memorandum that explains the conducting a competitive process, and details when the dervices to the country attached.
the vendor's performance. If the contract	conducting a competitive process, and details when the deprices to the county, attach a copy of the most received to has not received.
? Contractor should nevert	belength a satisfactory exist a secont evalu
In and the	Portificed to contract with the department
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compelling need to	of the nature of
explanation of why a continue services	ducting a competitive process and/or completing performance through the same provider. In those circumstance and/or performance
DIOCEST DELITION OF THE PROPERTY OF THE PROPER	and a same provider in +1 program, or because
VII. This is a public	through the same provider In those circumstances, attained for the provision of architectural, engineering memorandum provides details of the department's and the same provides details of the department details detai
with Board of Supervision ? The attached i	memorandum provides details of the department's compliance Data, and its negotiations with the most bird.
Statements of Qualifications & Resolution N	0.928 of 1993 including details of the department's comple
firms.	ace Data, and its negotiation of evaluation of company
T	one-morandum provides details of the department's compliance Data, and its negotiations with the most highly qualifications.
In addition, if this is a contract with	an individual or with an entity that has only one
two employees:	an individual or with on ordinal
CP 200	that has only one
concerning attached as Appendix A to the	Internal Revenue Service, Revenue Ruling No. 87-41, 1987. ployees indicates that the contractor world not be.
an employee for ful	Comptroller's Memorandum dated 5.
- infloyee for federal tax purposes.	mernal Revenue Service, Revenue Ruling No. 87-41, 1987. De Comptroller's Memorandum, dated February 1B, 200. ployees indicates that the contractor would not be considere
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	John Ciam/li
	John Ciampoli, County Attorney
	- 101 (y /s)
NOTE: Am inc	Date
"staff summary" formation requested above,	Or in the section
form in lieu of a separate	memorandum, may be included in a
Compt. form Pers./Prof Same	or in the exhibit below, may be included in the county's memorandum.
Contracts:	Rev02/04

AMENDMENT NO. 1

AMENIMENT, 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

Oury 1140 Life County Donate (4-0),000,000 (110 hanning the county of th WHEREAS; the County and Counsel desire to increase the Maximum Amount.

医生活性病性的基本的 NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

藍 jr.

- 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: M. M. SAVINO Title: MANAGING PARTICE Date: December 23, 2010	
NASSAU COUNTY	

Name! John Ciampoli Title: County Attorney Date: 17

Name:

Title: Deputy County Executive Date:_

PLEASE EXECUTE IN <u>BLUE</u> 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 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 PUBLICAL

MARY A. RYAN
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01RY4716738
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES FEB. 28, 20

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

NOTARY PUBLIC

NINA DELUCA Notary Public, State of New York No. 01 DE6199848 No. 01 Suffolk County Commission Expires Jan. 20, 20 (3

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

on the day of in the year 201¢ before me in the year 201¢ before me personally came in the year 201¢ before 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 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 R. PENNICA
NOTARY PUBLIC
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/20-14

Contract ID#:CQAT10000029



Certified contract. received on 03/08/2012 Department: County Attorney

Yes 🔲

Yes χ

Yes 🔲

Νο χ

№ 🗆

No X

Contract Details

X

X

X

Amendment

Add!. Funds

RES#

Time Extension

Blanket Resolution

SERVICES: Special Counsel

NIFS ID #: CLATI1000030 NIFS Entry. Date: 01/2	SERVICES: Special Counsel
NIFS Entry, Date: 01/2	0/2012 Term: from August 2
New Renewal D Nanday I P	2. 2010 - Completion
Amendment V 1) Mandated Progr	am:

2) Comptroller Approval Form Attached:

3) CSEA Agmt. § 32 Compliance Attached:

4) Vendor Ownership & Mgmt. Disclosure Attached:

RES#	5) Insurance Required	Yes X No
Agency		Yes X No
Agency Infor	mation	
	Vendor	
Rivkin Radler, LLP	Vendor ID# 111853927 Department Contact Daniel Contact	Départmer
Address	Daniel Gregy	vare
926 RXR Plaza Uniondale, New York	Contact Person William Savino Address	
:		
	1 \-1 \-2 1 - 3 3 4 9	York 11501
·	(516) 571-167	5
Routing Slip		
Routing Slip DEPARTMENT Department	NIFS Appvl (Dept. Head)	Leg Appro
DATE DEPARTMENT	MIFS Approval	4
DEPARTMENT DEPARTMENT Department OMB County Attorney	NIFS Entry (Dept) NIFS Approval NIFS Approval CA REAL Vario	Yes No Not required to
DEPARTMENT Reits DEPARTMENT Department OMB County Attorney County Attorney	NIFS Entry (Dept) NIFS Approval CA RE&I Verification CA Approval as to form	Yes No Not required to
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DEPARTMENT Department OMB County Attorney County Attorney Legislative Affairs Rules []/ Leg. []	NIFS Entry (Dept.) NIFS Approval CA RE&I Verification CA Approval as to form Fw'd Original K to CA 136/12 126/12	Yes No Not required if blanket resoluti Yes No Yes No



Contract Summary

Pariose Counsel provides legal services to the County in connection with hundron known as New York Telephone Court nesconomic contract Amendment for legal services Town of Morth Hempstead v. Nassau County, Index No. 12 192798, as well as representing the County on matters is safed to the issues presented by this suit and the multiple other claims and suits that relate to alleged tax refunds claimed as un it to County where such tax refund claimants assert various causes of actions for payment of the refunds including but not hunted to claims made pursuant to the so-called "County Guaranty."

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

Procurement to claims, mater this is a contract amendment. See procurement above three day from several mental procurement. This is a contract amendment. See procurement above the procurement of the proc	limited to claims made pars	contract amendment.	See procurem	GM HISTORY III		
Indicated Provision: As described above	-		•			
International Provisions: As described above					u 1 t P and Rayi Ba	Ira, Rein Radler,
International Contract From Prior Projections: As described above	<u> </u>	Casso more interviewed	d - Wilson Els	er, LLP, Rivkin	Radiof, 1773 and acres	's serve a hore
International Provisions: As described above	Power rment History: Phree law	their qualification and	ехрепенее авс	d minicomic as		
Impact on Funding / Price Analysis: \$650,000.00 Change in Contract From Prior Procurement, N/A Recommendation: approve at Submitted Advisement Information BUDGET CODEs FUNDING SOURCE AMOUNT FUNDING SOURCE AMOUNT FUNDING SOURCE AMOUNT Fund: GEN County \$550,000.00 Cantrol: AT County \$550,000.00 Resp: 1100 County \$550,000.00 Federal \$\$ State \$\$ \$\$ Copilar \$\$ State \$\$ \$\$ Capital \$\$ Capital	TTL Rus sedenten vom a		•			
Change in Contract From Prior Procurement, N/A Recommendation: approve as submitted Advisement Information BUDGET CODES FUNDING SOURCE AMOUNT Fund GEN Control: AT Control: AT County Nicesp 1100 Pederal \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Basemation of General Provisions.	As described above		سنده در این		
Reconnectedation: approve as submitted Advisement Information BUDGET CODES FUNDING SOURCE AMOUNT FUNDING SOURCE AMOUNT FUNDING SOURCE AMOUNT Revenue Control AT County S650,000,00 2 County S10 Coun	Conding / Price Analysi	s: \$650,000.00	-			
Advisement Information BUDGET CODES FUNDING SOURCE AMOUNT BUDGET CODES FUNDING SOURCE AMOUNT Revenue Control AT Country So 50,000 un	Impact on Funding	deurement; N/A				
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NIFS PRODUCTION SYSTEM VENDOR SUMMARY

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FISCAL MO/YEAR : 02 2012

VENDOR NUMBER : 111853927

VENDOR ALPHA :

RIVKIN, RADLER LLP

02/1

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A RESOLUTION MERMING AN AMERIMINE TO A SPECIAL COUNSEL AGREEMENT ENTERED INTO BY THE COUNTY ATTORNEY AND MY LET RADILER LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Voice on 16/12
VOTING:
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Legislators present:

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

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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

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OFFICE OF THE COMPTROLLER gan old Comyr, Rosel Minerala New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL. PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Rivkin Radler, LLP (CLATT1000030) CONTRACTOR ADDRESS: 926 RNR Plaza, Umondale, New York 11556 FEDERAL TAX 10 #: 111853927 Instructions: Please check the appropriate box ("\sum") 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 newspaper] - on [date]. The scaled bids were publicly opened on _

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 _____ consisted committee evaluation The evaluated. réceived and [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 Executan amendment within the scope of the contract or RFP (copies of the relevant pages are attached original contract was entered into after three law firms were interviewed – Wilson Elser, LLP, and Ravi Batra. Rivkin Radler, LLP was selected based on their qualification and expand immediate availability. The contractor's services have been satisfactory.
	IV. Description Pursuant to Executive Order No. 1 of 1993, as amended, at least the proposals were solicited and received. The attached memorandum from department head describes the proposals received, along with the cost of exproposal.
	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 contract was awarded to other than the lowest-cost proposer. The attachment includes a spec delineation of the unique skills and experience, the specific reasons why a proposal is deer superior, and/or why the proposer has been judged to be able to perform more quickly than o
	V. — Pursuant to Executive Order No. 1 of 1993 as amended, the attack memorandum from the department head explains why the department did obtain at least three proposals.
	A. There are only one or two providers of the services sought or less than three provides submitted proposals. The memorandum describes how the contractor was determined to be sole source provider of the personal service needed or explains why only two proposals could awarded. If two proposals were obtained, the memorandum explains that the contract awarded to the lowest cost proposer, or why the selected proposer offered the higher quaperform in the most immediate and timely manner.
- ner	B. The memorandum explains that the contractor's selection was dictated by the terms (federal or New York State grant, by legislation or by a court order. (Copies of the relevance) C. Pursuant to General Municipal Law Section 104, the department is purchasing the servance required through a New York State Office of Comparison of the servance of th

VI. 7. 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 explain a fine reason of entering into this contract without conducting a competitive process, and details when the registration 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 go the attach the vendor's performance. If the contractor has not received a satisfactory evaluation, the department is explain why the contractor should nevertheless be permitted to contract with the county.

th 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 compelling need to continue services through the same provider. In those circumstances, attach as 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

1123 2012

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

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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

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1	1. 2. 3. 4. 5. 6.	Brian Ade James V. Aiosa Gary D. Centola Brian S. Conneely Peter C. Contino William Cornachio Janice J. DiGennaro
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	29. 30. 31. 32. 33.	John L. Rivkin Alan S. Rutkin William M. Savino Michael A. Sirignano Stephen J. Smirti

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AMENDMENT NO. 2

AMI NOMENT degether with any appendices or exhibits attached hereto the characteristic Amendment is detected as of the date (the "Effective Date") that this Amendment is considered as of the date (the "Effective Date") that this Amendment is considered as of the Massau County, between (i) Nassau County; a municipal corporation having its principal corporation having for and on behalf at 1550 Franklin Avenue Mineola, New York 11501 (the "County") acting for and on behalf at 1550 Franklin Avenue Mineola, New York 1550 (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 PXE Plaza Uniondale New York 11556 ("Counsel" or "Contractor")

WITNESSETH

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 CLAT1100002, executed on behalf of the County by Deputy County Executive on March 4 CLAT1100002, 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 2011 (collectively the "Original Agreement"), Counsel provides legal services to the County in 2011 (collectively the "Original Agreement"), Agreement (life "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.

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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. <u>Maximum Amount</u>. 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. <u>Services</u>. 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. <u>Independent Contractor</u>. 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 person, entity (including partnerships, corporations and limited liability companies), and departments thereof)."

- 5. <u>Indemnification: Defense: Cooperation</u>. 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
- 6. <u>Assignment; Amendment: Waiver: Subcontracting</u>. 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 without such prior written consent shall be null and void. The failure of a party to assert any 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 an

willion dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) and inverage (ii) if contracting in whole or part to provide professional services one of the policy (see) shall have a minimum dollars (\$3,000,000,000) per claim to dombined limit hability of not less three million dollars (\$3,000,000,000) per claim to compensation insurance for the benefit of Counsel's employees ("Workers' Compensation insurance is in compliance with the New York State Workers' 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 in 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 commercial insurance carriers licensed to do business in New York State and acceptable to the County. Counsel shall be County, and which is (ii) in form and substance acceptable to the County. Counsel shall be sofely responsible for the payment of all deductibles to which such policies are subject be sofely 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 counsel with the same limits and provisions required to be carried by Counsel under this 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 snall certificates of insurance evidencing the insurance coverage required by this Agreement snall certificates of insurance evidencing the insurance coverage required to the County Not less than thirty (30) days prior to the date of any expiration. De delivered to the County of the formed of the County of the county of the county of the county of the end of the county of the any insurance required hereunder, Counsel shall provide written notice to the County of the any insurance required hereunder, Counsel shall provide written notice to the County of the any insurance county insurance counted the renewal or replacement certificates of insurance. Counsel shall cause same and deliver the renewal or replacement certificates of insurance of this Agreement and 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 shall not take or omit to take any action that would suspend or invalidate any of the required shall not take or omit to take any action that would suspend or invalidate any of the required shall not take or omit to take any action that would suspend or invalidate any of the required shall not take or omit to take any action that would suspend or invalidate any of the required shall not take or omit to take any action that would suspend or invalidate any of the required shall not take or omit to take any action that would suspend or invalidate any of the required shall not take or omit to take any action that would suspend or invalidate any of the required shall not take or omit to take any action that would suspend or invalidate any of the required to the required to the country of the required to the country of the required to th
 - 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 documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Such Records shall at all times ("Records"), pertinent to performance under this Agreement, the Department, any other be available for audit and inspection by the Comptroller, the Department, any other be available for audit and inspection over the provision of services hereunder and/or the governmental authority with jurisdiction over the provision of services. The provisions of this payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement."

9. <u>Limitations on Actions and Special Proceedings against the County</u>. 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
- (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 th Date.

Amendment as of the Effective
RIVKIN RADLER, LLP
By: Name: Nilliam M. SAlino Title: Poster Date: Junia 19, 2017
NASSAU COUNTY By: Name: John Ciampoli Title: County Attorney Date: 1 23 2012
NASSAU COUNTY
By:

CoUniverseptive County Executive

Deputy County Executive

PLEASE EXECUTE IN BLUE INK

Title:

Date:

STATE OF NEW YORK)	
COUNTY OF NASSAU)	
On the I'll, day of Notice I dented to me personally know and say that he or she resides in the County of Indiana Gira I willing of Indiana Gira I willing therein and which executed the above instrument, a thereto by authority of the board of directors of said NOTARY PUBLIC	and that he or she signed his or her name
THE OF NEW YORK)	
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COUNTY OF NASSAU).	
On the 23 day of Juring in John Clampoli to me personally known, who, being he resides in the County of Nassau, that he is County of Nassau, that he is Counting and which municipal corporation described herein and which signed his name thereto pursuant to Section 110 County.	the year 2012 before me personally came ing by me duly sworn, did depose and say that bunty Attorney of the County of Nassau, the executed the above instrument; and that he is of the County Government Law of Nassau. The County Conserved.
NOTARY PUBLIC	NOTARY PUBLIC STATE OF REWYORK NOTARY PUBLIC STATE OF REWYORK OF ALLEY DIRECTOR COUNTY COLLARS SIGN EXTRACT MARK ST. 22/3
STATE OF NEW YORK))ss.: COUNTY OF NASSAU)	the year 20 (whefore me personally came
On the 27 day of JANUARY RICHARD R. WALKEL to me personally and say that he or she resides in the County of County Executive of the County of Nassau, the which executed the above instrument; and that pursuant to Section 205 of the County Govern NOTARY PUBLIC	ment Law 6, News
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DOR SEN R. PENNICA NOTARY PUBLIC STATE OF NEW YORK COMMISSION NO. 01 PESI 70832 FRITTER 7/23/20 K Contract JD#: CQAT10000029

NIFS Approval

NIFS Approval

County Comptroller



Contract Details

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	926 RXR Plaza	Contact Person	L
	Uniondala Name	William Savino	Address
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1		Phone	Mineola May 1
1		(516) 257.20	Mineola, New York 11501
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Contract Summary

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.

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Procurement History: Three land LLP was selected based or previous contracted with the Description of General Provision Impact on Funding Price Analy Change in Contract from Prior	the County. s: As described above. sis: \$300,000.00		2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	Radler, LLP and Ravi Batra. Kability. Additionally, the Contr	
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George Maragos Comptroller

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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

CONTRACTOR NAME: Rivkin Radler, LLP (CLAT13000018)

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

FEDERAL TAX ID #: 111853927

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VI.

This is a human services contract with a not-for-profit agency for w competitive process has not been initiated. Attached is a memorandum that explains the for entering into this contract without conducting a competitive process, and details when the dep intends to initiate a competitive process for the future award of these services. For any such contract the vendor has previously provided services to the county, attach a copy of the most recent evaluations. 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 perfor evaluations may not be possible because of the nature of the human services program, or because compelling need to continue services through the same provider. In those circumstances, atta explanation of why a competitive process and/or performance evaluation is inapplicable.

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

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

☐ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987. C.B. 296, attached as Appendix A to the Comptroller's Memorandum dated February 13, 200. concerning independent contractors and employees indicates that the contractor would not be considere

Department Head Signatur

NOTE: Any information requested above, or in the exhibit below, may be included in the county's

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

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RULES RESOLUTION NO 22 12013

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

e. J

Passed by the Rules Committee

Nassau County Legislature

By Voice Vote on 7-2-7-73

VOTING:

ayes 9 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.

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 of the County on March 4, 2011, and as amended by amendment two (2), County contract amendment number CLAT11000002, executed on behalf 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 Index No. 12192/98, for matters related to the issues presented by this suit, and the multiple tax refund claims and suits that relate to alleged tax refunds claimed against the County where such not limited to claims made pursuant to the so-called "County Guaranty," which services are 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. <u>Maximum Amount</u>. 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 "<u>Amended Agreement</u>"), shall be 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 Name:_ Title:_ Date: NASSAU COUNT Name: John Ciampoli Title: County Attorney NASSAU COUNTY Ву: Name: Title:___ County Executive Deputy County Executive . Date:

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Department: County Attorney

Mineola, New York 11501

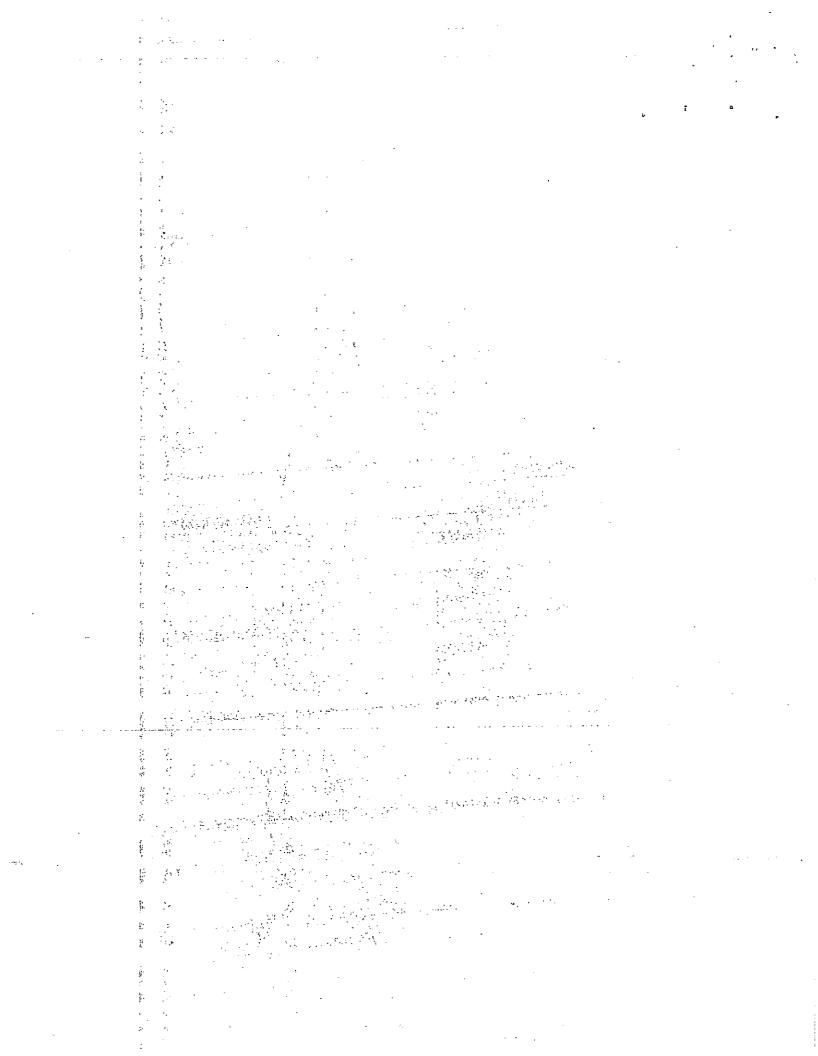
(516) 571-1675

Contract Details	
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New Renewal Amendment #4 X	- 7 Manualed Program:
Time Extension	2) Comptroller Approval Form Attached: 3) CSEA Agmt. § 32 Compliance Attached: 4) Vendor Over the Compton of the Compliance Attached:
Blanket Resolution RES#	No X Nership & Mgmt. Disclosure Attack
Agore	Yes X No 🗆
Agency Information	
Name Vend Rivkin Radler, LLP	Vendor ID# County Department
926 RXR Plaza Uniondale, New York 11556	Contact Person William Savino Address I West St.

Routing Slip

			
Rec	DEPARTMENT	. Internal Verification	DATE
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	County E	No.	MEN IND TO

(516) 357-3349





Department: County Attorney

Contract Summary

Description: Contract Amendment # 4 to outside counsel contract.

Purphse: 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 relate the issues presented by this suit and the multiple other claims and suits that relate to alleged tax refunds claimed again: County where such tax refund claimants assert various causes of actions for payment of the refunds including but not County where such tax returns claimants assert various causes of actions for payment of the returns including but not limited to claims made pursuant to the so-called "County Guaranty." This amendment increases the maximum amount

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 and Ravi Batra. LLP was selected based on their qualifications, experience and immediate availability. Additionally, the Contractor has

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

Recommendation: approve as submitted

Advisement Information

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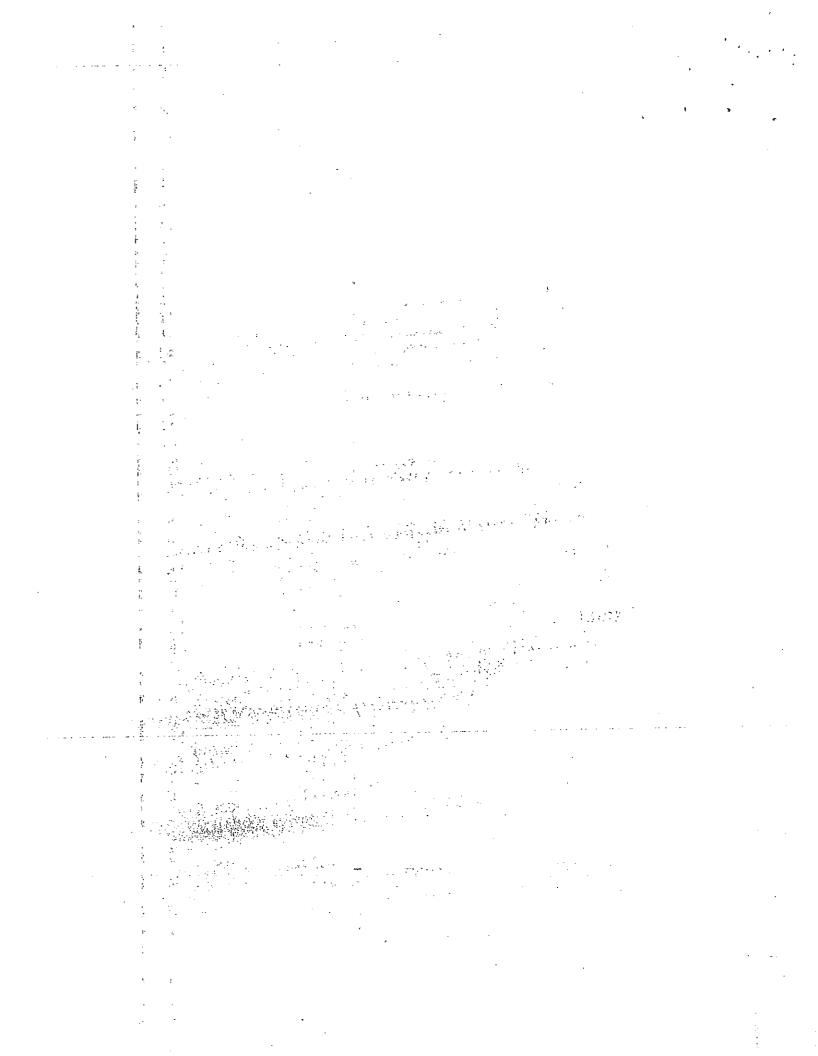
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RULES RESOLUTION NO 234 2014

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 Courty Legislature

By Voice Vote en 10-6-19

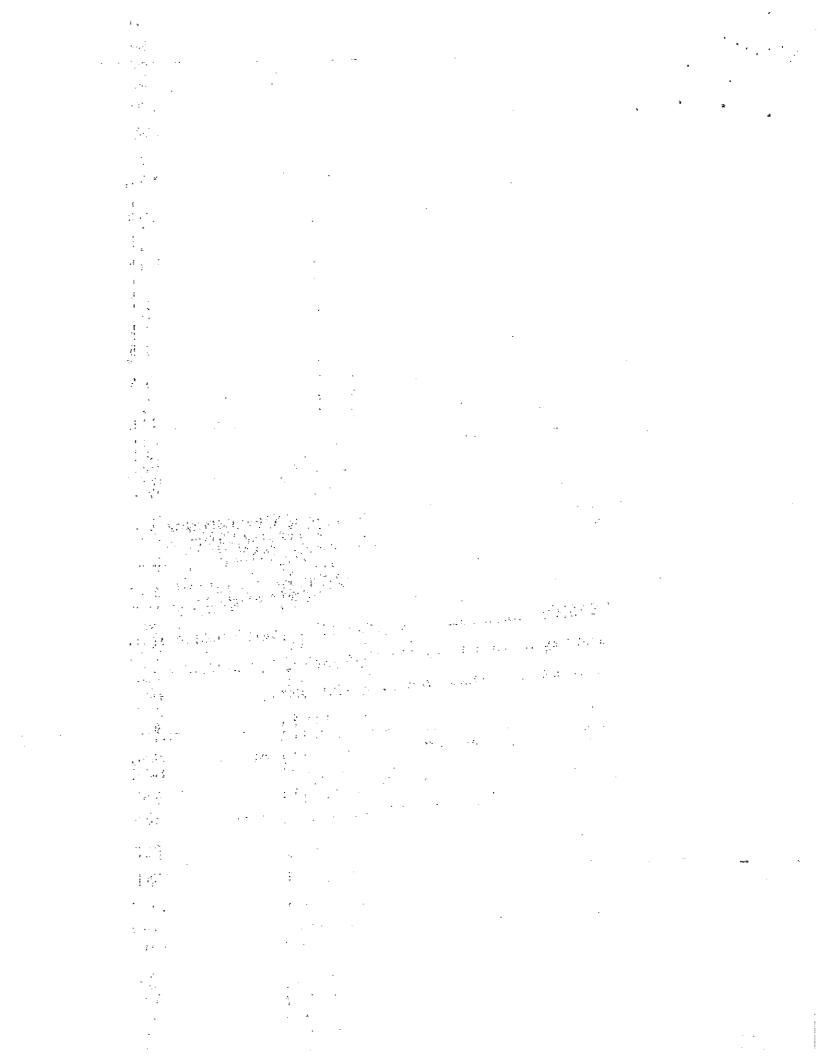
VOTING:

ayes 4 rayes 3 shataland 0 recused 6

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.

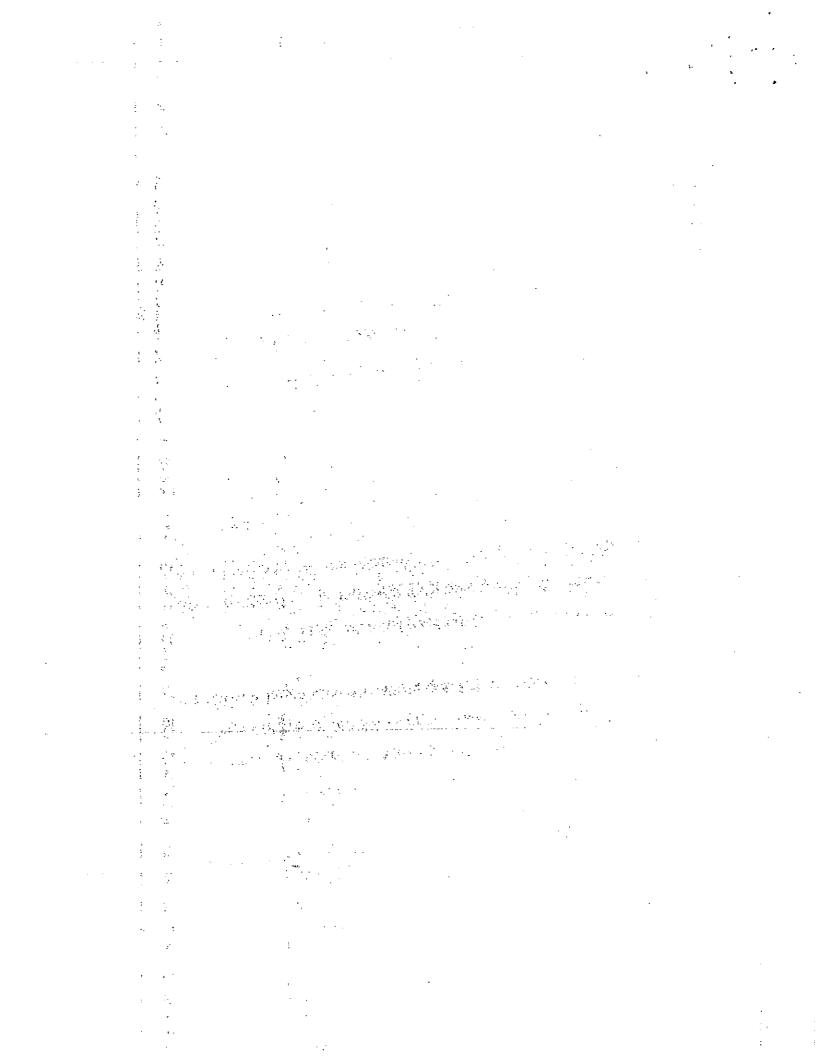


RULES RESOLUTION NO. -2014

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

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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

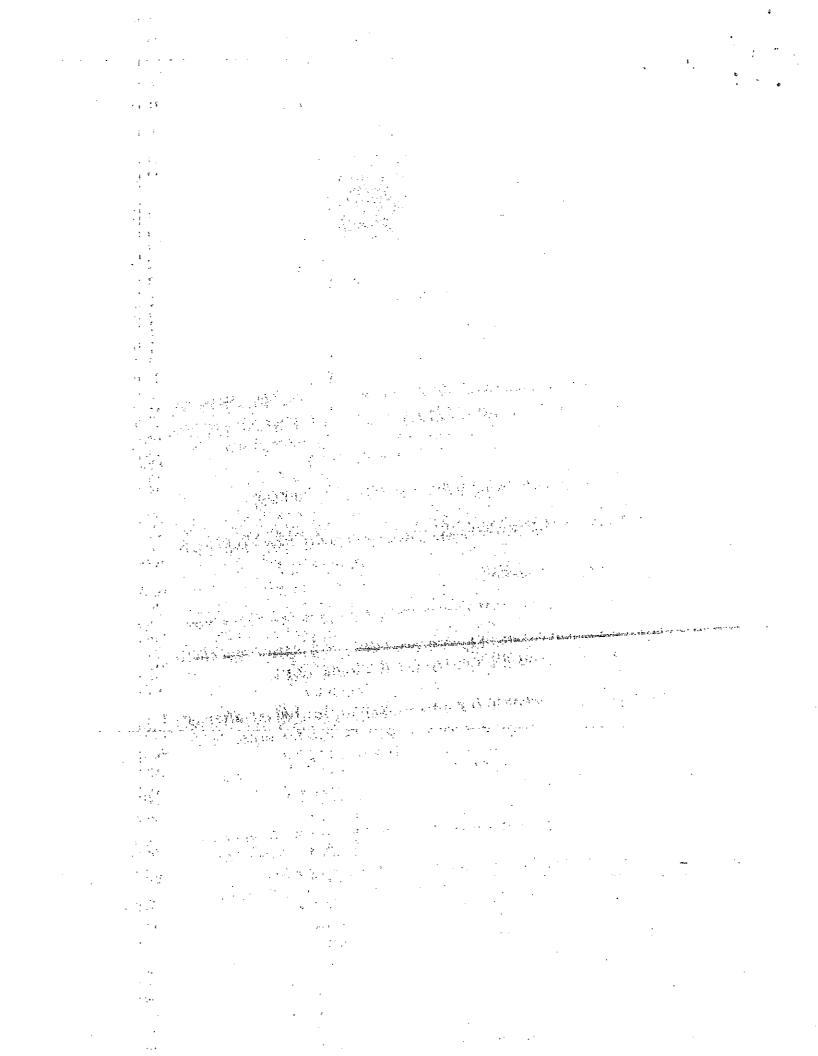
Attach this form along with all personal, professional or human services contracts, contract renewals, extensions

CONTRACTOR NAME: Rivkin Radler, LLP (CLAT14000029)

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

FEDERAL TAX ID #: 111853927

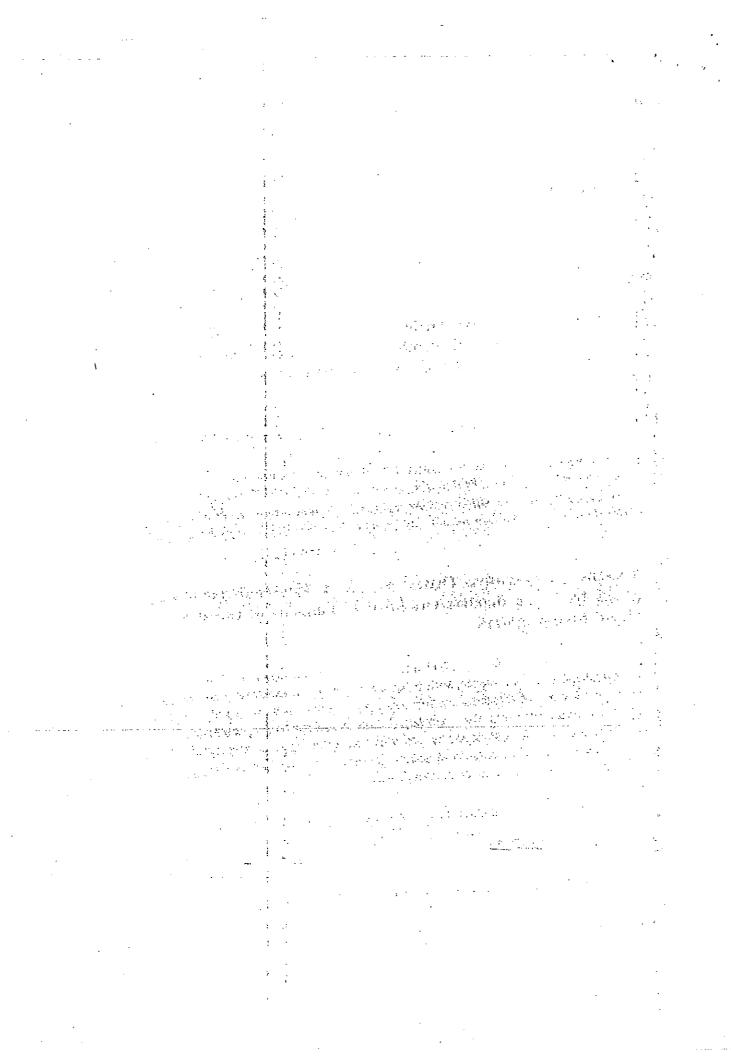
Instructions: Please check the appropriate box ("∅") after one of the following roman numerals, and provide all the requested information. I. □ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published [newspaper] 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 copies of the RFP. Proposals were due on received and evaluated. The evaluation [date]. [#] proposals were consisted.
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 o 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 c RFP (copies of the relevant pages are attached). The original contract was entered into after three law firm were interviewed - Wilson Elser, LLP, Rivkin Radler, LLP and Ravi Batra. Rivkin Radler, LLP wa 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 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 V.

□ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not 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 Office General Services contract of , 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 119-0, the department is purphering



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 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, when 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 ar 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

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

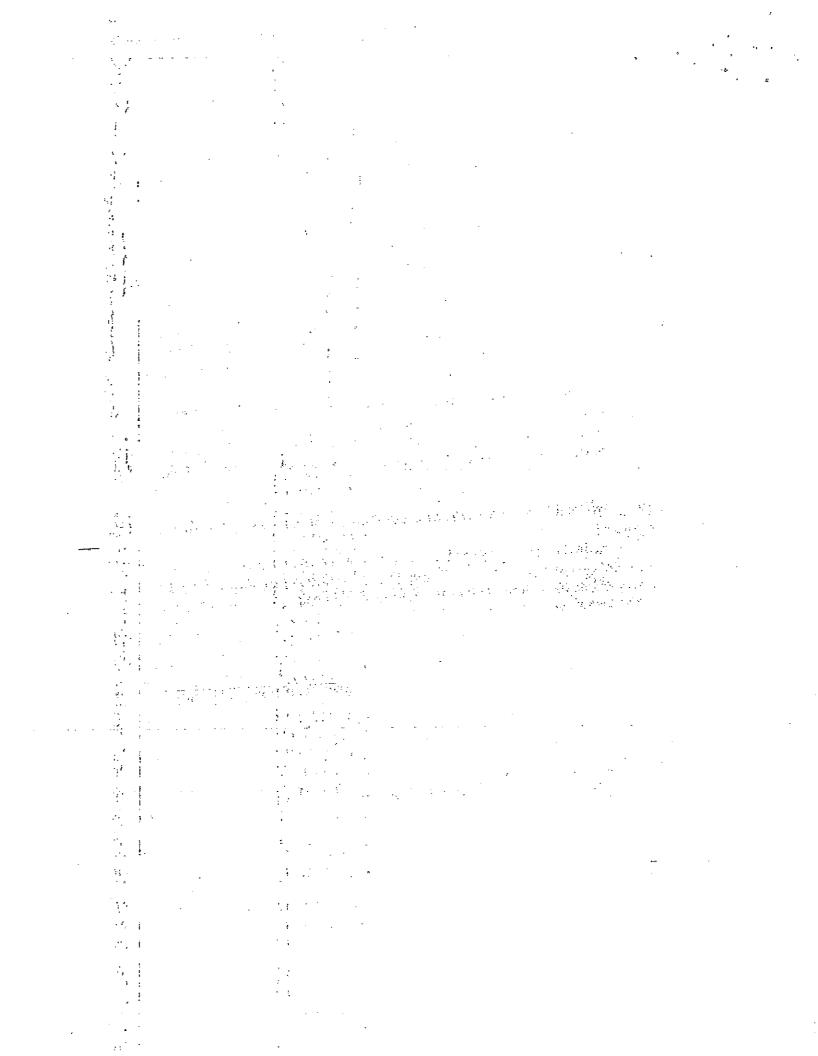
□ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee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

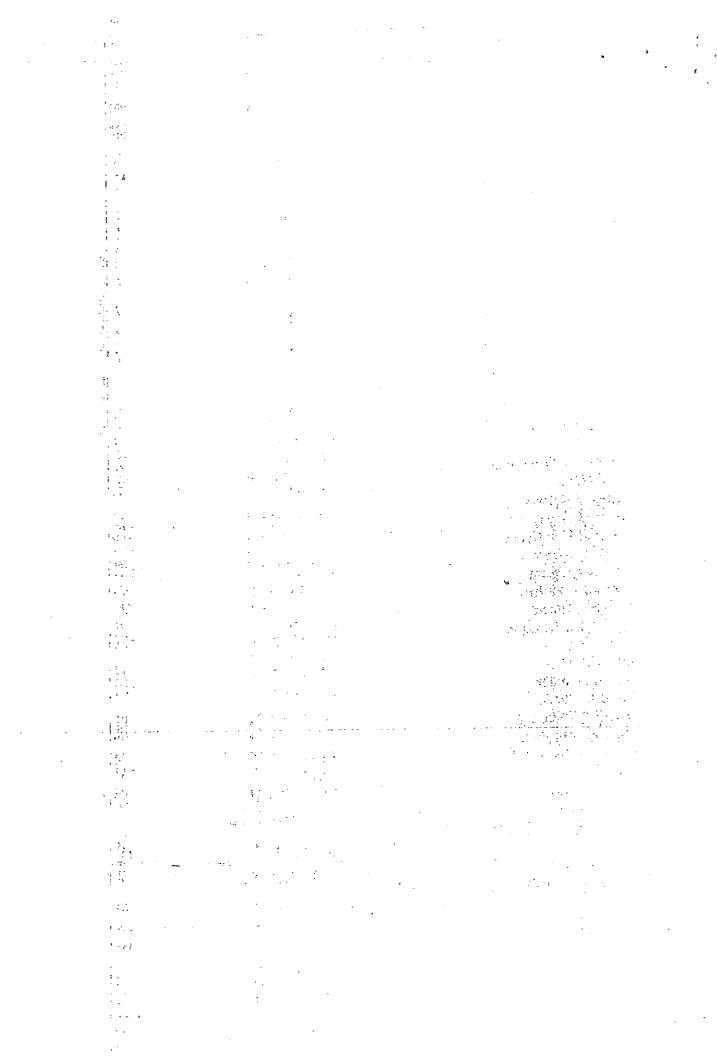
926 RXR Plaza, Uniondale, New York 11556-0926 Telephone: (516) 357-3000 Facsimile: (516) 357-3333

2	James V. Aiosa
3 🖑	Brian S. Conneely
3.** 4.** 5.** 6.*	Brian S. Conneely Peter C. Contino
5.*	William Cornachio
7. 8.	Alan C. Eagle
8.*	Scott Eisenmesser
9	Richard S. Feldman
10 [*] 11.	Anthony R. Gambardel
11,	Stuart Gordon
12.	Jeffrey S. Greener
13.	Jeffrey S. Greener David M. Grill
14.	Walter J. Gumersell
$15_{\rm s}$	Cheryl F. Korman 🐰
16.	Yaron Kornblum
$17_{\rm a}$	Michael A. Kotula
18,	Evan H. Krinick
19.	Christopher J. Kutner
20.	Barry I, Levy
21.	Shari C. Lewis
22€	Benjamin Malerba
23.	David A. Manko
24	Peter P. McNamara
25.	Anne M. Murray
26.	Kenneth A. Novikoff
27.	Frank Raia
28.*	David Richman
29.	Pia E. Riverso
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.	
37.	Michael Versichelli
38	Stephen B. Weissman

David S. Wilck

Brian Ade

39.



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 ("Counsei" 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 of the County on March 4, 2011, as amended by amendment number CLAT11000002, executed on behalf 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 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 "Services"); and

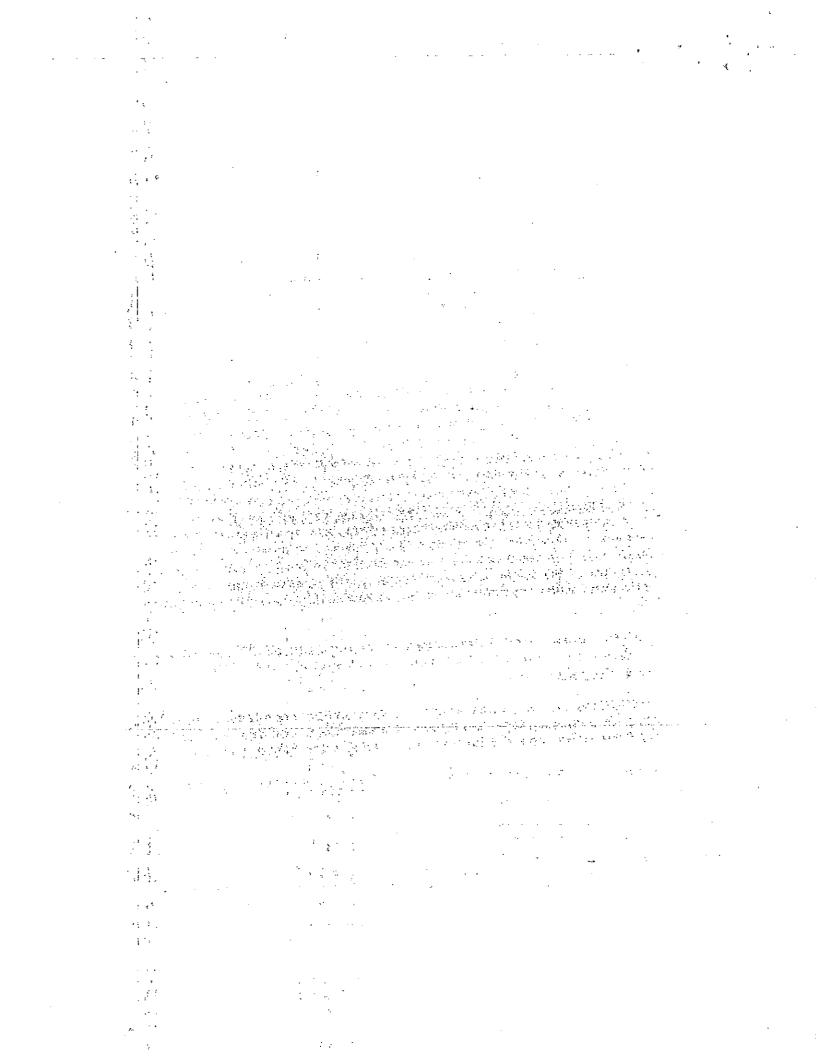
WHEREAS, the term of the Original Agreement is from August 3, 2010 until completion of Services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

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.

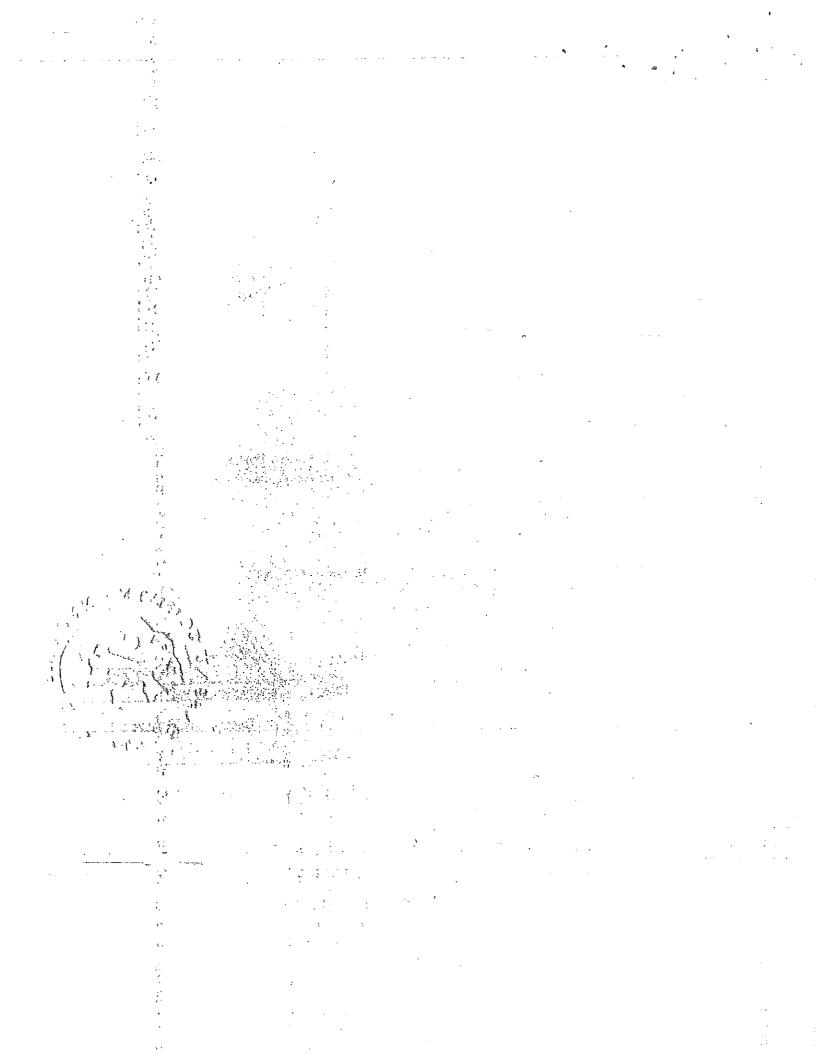
NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

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. <u>Partial Encumbrance</u>: 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
- 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.]



STATE OF NEW YORK)	
COUNTY OF NASSAU)	
On the 12th day of September to me personally kn and say that he er she resides in the County of herein and which executed the above instrument; thereto by authority of the board of directors of sa	in the year 20/4 before me personally came own, who, being by me duly sworn, did depose wassau; that he or she is the all that he or she signed his or her name id corporation.
STATE OF NEW YORK) COUNTY OF NASSAU	Notary Public, State of New York No. 01DO6067989 Qualified in Nassau County Commission Expires December 24, 26
On the 191 day of September in Carnell Foskey to me personally known, who, being he resides in the County of Nassau; that he is County in the corporation described herein and which signed his name thereto pursuant to Section 1101 County.	The County of Nassau, the
NOTARY PUBLIC Dan Calyon	DIANA CATAPANO NOTARY PUBLIC, STATE OF NEWYORK NO. 01CAG089854 QUALIFIED IN NASSAU COUNTY COMMISSION EXPIRES MAR. 31, 2015
STATE OF NEW YORK)	<i>:</i>
)ss.: COUNTY OF NASSAU)	:
On the day of December to me personally known and say that he or she resides in the County of A County Executive of the County of Nassau, the much executed the above instrument; and that he coursuant to Section 205 of the County Government of the	marker of botation described herein and

CONCETTA A PETRUCCI
Hotary Public, State of New York
No. 01 PE6259026
Qualified in Nascau County
Commission Expires April 02, 20.

433 : . . 5 4) 400



Department: County Attorney LA

Contract Details

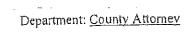
New 🗌 Renewal

SERVICES: Special Counsel

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

1) Mandated Program:

New Renewal		1) Mandated Progran	n:			Yes 🗍	No X
Advisement#1	X	2) Comptroller Appr	Yes 🗆	No X			
Time Extension 3) CSEA Agmt. § 32 Compliance Attached:						Yes 🗍	No X
Addl. Eunds	X	4) Vendor Ownershi				Yes 🗍	No X
Blanket Resolution RES#		5) Insurance Require				Yes X	No 🗆
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Agency Ir	formatio	71	 	<u> </u>		 	
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Name Rivkin Radler	Vend	dor			County L	D eparti	ment
ī	, LLP	111853927			Department Contact Daniel Gregwa		
Address 926 RXR Plaza	, .	Contact Person		ļ	Address 1 West S	treet	
Uniondale, Nev	v York 11556	William Savine	o .		Mineola,	New Yo	ork
\$ 1.00 - 1.00 - 1.00		Phone			Phune (516) 571-	1675	
		(516) 357-3349)		Luque (210) 2/1-	1075	
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Routing S	lip	* 1 * X *					*******
DATE DEPART	MËNT	Internal Verification	DATE Appy'd& Fw'd,		SIGNATURE		g. Approval Required
Department	NIF:	S Entry (Dept) S Appyl (Dept. Head)		le	el 1-h	7 .	xequited.
ОМВ	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	S.Approval		S	orby Celile	Yes Not	No neguired if
County Exec	cutive Note Files	irization d with Clerk of the Leg.			/ A	blan	ket resolution
County Con	nptroller NIF.	S Apprával	2/2015	NET V	Shur		
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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.
Method of Procurements Contract of the Contrac
In the Pallon
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 FUNDING SOURCE AMOUNT LINE INDEX/OBJECT CODE AMOUNT

BUDGET CODÉS			FUNDING SOURCE	AMOUNT	
Fund:	GEN .		Revenue Contract	XXXXXXX	
Control:	AT,		County	\$150,000.00	
Resp:	1100,	,	Federal	\$	
Object:	DE502		State	\$ 4.0	
Transaction:	1 74	1	Capital	\$	
		:	Other	\$	
RENEV	VAL ,]	TOTAL	\$150,000.00	

LINE	INDEX/OBJECT CODE	AMOUNT
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3 <u>-</u> 5	and the second of the second o	.\$
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	TOTAL	\$150,000.00

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						onifu that an una	ocumbered balance	sufficient to cover this con	tract is	.vanie	11	ţ

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	NIFS Certifica	then .	Comptroller Certification	/, County Executive Approval
	WIF S Certifica	11011		Name IIIA
	i certify that this document was a	ccepted into NIFS.	I certify that an unexcumbered balance sufficient to cover this contract is present in the appropriation to be charged.	11 // ,
				Date
Name		111N/	Name have	Date
	r*;		//7	(Far Office Use Only)
Date			Date	
		7/23/15	1/20/12	」E #: