E-169-16

Contract ID#: CQAT10000029

Department: County Attorney

Contract Details

SERVICES: Outside Counsel

NIFS ID #: CLAT16000026 NIFS Entry Date: 6/30/16 Term: August 3, 2010 – Completion

New ☐ Renewal	☐
Amendment #6	☒
Time Extension	☐
Addl. Funds	☒
Blanket Resolution RES#	☐

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

Agency Information

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

County Department
Department Contact: Jaclyn Delle
Address: 1 West St. Mineola, New York 11501
Phone: (516) 571-3034

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐			
	OMB	*NIFS Approval* ☐	6/30/16		Yes ☐ No ☐ Not required if blanket resolution
6/30/16	County Attorney	*CA RE&I Verification* ☑	6/30/16		
6/30/16	County Attorney	*CA Approval as to form* ☑	6/30/16		Yes ☑ No ☐
	LEG Legislative Affairs	*Fw'd Original K to CA* ☐			
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	County Comptroller	*NIFS Approval* ☐			
7/1/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	7/1/16		

CLERK MASTER COPY

PR5254 (8/04)

E-16d-14

Contract ID#: CQAT10000029

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:	

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

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

RENEWAL	
% Increase	
% Decrease	

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

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 7/1/16
Date	Date	(For Office Use Only)
		E #:

PR5254 (8/04)

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.

Rosemarie Allen 6/29/16

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

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

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Rivkin Radler, LLP (CLAT16000026)

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

FEDERAL TAX ID #: 111853927

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

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

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

III. 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.

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

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

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

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

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

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

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

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

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

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

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

VIII. 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: ☐ 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

6/30/16

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. 03/16

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.

Vendor: Rivkin Radler LLP

Dated: June 27, 2016

Signed: Wm. M. Savino

Print Name: William M. Savino

Title: Partner

Rev. 3-2016

Business History Form

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

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

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

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

Date: June 27, 2016

1) Proposer's Legal Name: Rivkin Radler LLP

2) Address of Place of Business: 926 RXR Plaza, Uniondale, NY 11556-0926

List all other business addresses used within last five years:
None

3) Mailing Address (if different): N/A

Phone : 516-357-3000

Does 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 [✓] No ___ If Yes, please provide details: RR Investors (a private investment entity owned by partners of the Firm)

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes [✓] No ___ If Yes, provide details. _____
RR Health Strategies (a consulting firm)

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No [✓] If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No [✓]
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No [✓] If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No [✓] If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No [✓] If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No [✓] If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No [✓]

If Yes, provide details for each such 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. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No [✓]; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No [✓] If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No 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.

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.turl@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

Contact Person Linda M. Armyn, Senior Vice President

Address 899 S. Oyster Bay Road

City/State Bethpage NY 11714-1030

Telephone (516) 647-2462

Fax # (516) 349-6765

E-Mail Address larmyn@bethpagefcu.com

CERTIFICATION

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

I, William M. Savino, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 27th day of June 2016

Notary Public

Notary Public
No.
Qualified in N
Commission Exp

ILANA CAMARDA
Notary Public, State of New York
No. 01CA6342365
Qualified in Nassau County
Commission Expires May 23, 2020

Name of submitting business: Rivkin Radler LLP

By: William M. Savino
Print name

Signature

Partner
Title

June / 27 / 2016
Date

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;

N/A

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**

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 Radler LLP; William M. Savino, Partner

   Date of birth ____/____/____

   Home address [redacted]

   City/state/zip [redacted]

   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 ____/____/____ Partner 1 / 1 /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 not-for-profit organization other than the one submitting the questionnaire? YES ___ NO [✓]; If Yes, provide details.

[redacted]

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 ☑ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations 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? YES ___ NO ☑ If Yes, provide details for each such instance.

   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 ☑ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ☑ 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.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ☑ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ☑ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ☑ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ☑ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ☑ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ☑ If Yes, provide details for each such year.

CERTIFICATION

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

I, William M. Savino, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 27th day of June 2016

Ilana Camarda

Notary Public

ILANA CAMARDA
Notary Public, State of New York
No. 01CA6342365
Qualified in Nassau County
Commission Expires May 23, 2020

Rivkin Radler LLP

Name of submitting business

William M. Savino

Print name

Wm. M. Savino

Signature

Partner

Title

June / 27 / 2016

Date

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 Partnership ____Joint Venture

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

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

See attached

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

See attached

---

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

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

N/A

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

N/A

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

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

Dated: June 1, 2016

Signed: William M. Savino

Print Name: William M. Savino

Title: Partner

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

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

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").

W I T N E S S E T H:

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. Maximum Amount. 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. Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. Counsel further acknowledges that the first encumbrance shall be 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. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

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

RIVKIN RADLER, LLP

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

NASSAU COUNTY

By:
Name: Carnell Foskey
Title: County Attorney
Date: Jan 14 2016

NASSAU COUNTY

By:
Name:
Title: County Executive

☐ Deputy County Executive

Date:

PLEASE EXECUTE IN BLUE INK

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

On the 27th day of June in the year 2016 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 a Partner of Rivkin Radler LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

ANDREA M. SAWYERS
Notary Public, State of New York
NO. 01SA6023562
Qualified in Nassau County
Commission Expires June 20, 2019

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

On the 30th day of June in the year 2016 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

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

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

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

NOTARY PUBLIC

Contract ID#: CQAT10000029

Department: County Attorney

Certified contract to received 6/8/16

Contract Details

SERVICES: Outside counsel

NIFS ID #: CAAT16000013 NIFS Entry Date: 05/12/16 Term: August 3, 2010-Completion

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

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

Agency Information

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

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☐	5/13/16		Yes ☐ No ☐ Not required if blanket resolution
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐			
5/17/16	County Comptroller	NIFS Approval ☑	5/17/16		

5/31/16

PR5254 (8/04)

Contract ID#: CQAT10000029

Department: County Attorney

Contract Summary

Description: Advisement #1 to outside counsel contract.

Purpose: Advisement against an outside counsel contract to provide legal services to the County in connection with litigation known as New York Telephone Co. v. Town of 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 of the original contract.

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 with the County.

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 encumber the previously authorized but unencumbered balance of $400,000.00.)

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:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$400,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$400,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$400,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$400,000.00

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

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	
Name	Name	Name
Date 5/31/16	Date 5/31/16	Date 5/17/16

(For Office Use Only)

E #:

PR5254 (8/04)

Certified copy received 5/10/16 LN

Contract ID#: CQAT10000029

Department: County Attorney

E-3-16

Contract Details

SERVICES: Outside Counsel

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

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

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

Agency Information

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

County Department
Department Contact: Jaclyn Delle
Address: 1 West St. Mineola, New York 11501
Phone: (516) 571-3034

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☐	12/1/15		Yes ☐ No ☐ Not required if blanket resolution
12/4/15	County Attorney	CA RE&I Verification ☑	12/4/15		
12/4/15	County Attorney	CA Approval as to form ☑	12/4/15		Yes ☑ No ☐
	Leg. Legislative Affairs	Fw'd Original K to CA ☐	12/14/15	Concetta A. Pellegrino	
	Leg. Rules ☐/ Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	01/14/2016		
	County Comptroller	NIFS Approval ☑	1/26/16 1/28/16		
12/14/15	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	12/14/15		

PR5254 (8/04)

[illegible]
[illegible]

Contract ID#: CQAT10000029

Department: County Attorney

Contract Summary

Description: Amendment #5 to outside counsel contract.

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

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

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

Description of General Provisions: As described above.

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

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

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

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

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$200,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$200,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	
Name	Name	Name
Date 1/28/16	Date 1/28/16	Date 12/10/15

(For Office Use Only)

E #:

PR5254 (8/04)

E-3-16

RULES RESOLUTION NO. 4 – 2016

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

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

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

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

RULES RESOLUTION NO. – 2015

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

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Rivkin Radler, LLP (CLAT15000028)

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

FEDERAL TAX ID #: 111853927

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

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

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

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on December 14, 2010, and as amended thereat 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 interviewec Wilson Elser, LLP, Rivkin Radler, LLP, and Ravi Batra. Rivkin Radler, LLP was selected based on the qualifications, experience, and immediate availability.

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

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

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

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

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

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

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

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

VI. ☐ This is a human services contract with a not-for-profit agency for whicl 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 a explanation of why a competitive process and/or performance evaluation is inapplicable.

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

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

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

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

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

11/23/16

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.*

AMENDMENT NO. 5

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank.]

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

RIVKIN RADLER, LLP

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

NASSAU COUNTY

By:
Name: Garnell Foskey
Title: County Attorney
Date: 1/12/16

NASSAU COUNTY

By:
Name: Charles Ribando
Title: County Executive

☑ Deputy County Executive

Date: 4/26/16

PLEASE EXECUTE IN BLUE INK

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

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

NOTARY PUBLIC

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

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

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

NOTARY PUBLIC

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

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

On the 4th day of April in the year 2016 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

SAMANTHA ASHLEY GOETZ
NOTARY PUBLIC
Exp. February 04, 2017
NASSAU COUNTY
No. 01GO6275990
STATE OF NEW YORK

Contract ID#: CQAT10000029

Department: County Attorney

Contract Details

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

SERVICES: Special Counsel

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

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

Agency Information

Vendor	
Name: Rivkin Radler LLP	Vendor ID#: 111853927
Address: 926 RXR Plaza, Uniondale, New York 11556	Contact Person: William Savino, Esq.
	Phone:

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

Routing Slip

DATE Rec'd	DEPARTMENT		Internal Verification		DATE Appv'd	SIGNATURE	Leg. Approval Required
	Department		NIFS Entry (Dept) NIFS Appvl (Dept. Head)	X X			
	OMB		NIFS Approval	☐			
10/27/10	County Attorney		CA RE&I Verification	☑	10/26/10		Yes ☐ No X Not required if blanket resolution
11/3/10	County Attorney		CA Approval as to form	☑	11/3/10		
		LEG Legislative Affairs	Fw'd Original K to CA	☐			Yes No X
		Rules ☐ / Leg. ☐		☐			
	County Attorney		NIFS Approval	☐			
	County Comptroller		NIFS Approval	☑	11/4/10		

Contract ID#:CQAT10000029

Department: County Attorney

Contract Summary

Description:

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

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

Procurement History: n/a

Description of General Provisions: As described above

Impact on Funding / Price Analysis: $25,000.00

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

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

RENEWAL	
% Increase	
% Decrease	

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

LINE	INDEX/OBJECT CODE	AMOU
1	ATGEN1100//DE502	$25,000.0
2		$
3		$
4		$
5		$
6		$
	TOTAL	$25,000.0

APPROVED: 11/3/10

INSURANCE SECTION

Document Prepared By:

Date:

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

(For Office Use Only)

E #:

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Rivkin Radler LLP CQAT10000029

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

FEDERAL TAX ID# 111853927

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

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisemer for sealed bids. The contract was awarded after a request for sealed bids was publishe in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] (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 requeste copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals wer received and evaluated. The evaluation committee consiste of: _____ [list members]. The proposals were scored an ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract. [illegible] formally executed by Nassau County on [illegible] pursuant to the contract, or an amendment [illegible] pages are attached. [illegible]

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

IV. X 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.

X A. The three law firms, interviewed were Wilson Elser Moskowitz Edelman & Dicker LLP, Rivkin Radler LLP and Ravi Batra.

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

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

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

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

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

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

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 evalua the vendor's performance. If the contractor has not received a satisfactory evaluation, the departme 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 becaus 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 firms.

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

☐ 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 18, 2004 concerning independent contractors and employees indicates that the contractor would not be considerec an employee for federal tax purposes.

John Ciampoli, County Attorney

10/14/10
Date

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

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
Ralph G. Caso Executive and Legislative Building
One West Street
Mineola, New York 11501-4820
516-571-3056
FAX: 516-571-6604

To Whom It May Concern:

The County Attorney's office is seeking to extend the time for responses to the request for qualifications 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:

RFQ# is AT0519-1018_____

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

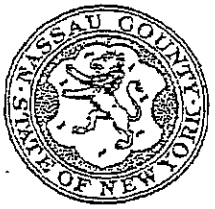
AMENDMENT # _1_

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

From: _June 2, 2010 ___ To: _June 25, 2010 ___

All other terms and conditions remain the same.

EDWARD P. MANGANO
County Executive



JOHN CIAMPOLI
Nassau County Attorney

NASSAU COUNTY ATTORNEY'S OFFICE

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

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

SECTION I BACKGROUND AND PURPOSE OF THE RFQ

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 the County and its agencies with the selected law firms.

Special Counsel contracts will be awarded for a period of one year, with one-year renewal options solely at the County's discretion.

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
4. Legal writing ability
5. Resources to be directly applied in performing services

The County Attorney may conduct personal interviews with the

SECTION II – SCOPE OF SERVICES AND SCOPE OF WORK

The County is seeking to enter into retainer agreements with law firms known to have expertise in the following areas including, but not limited to: torts, commercial litigation, construction litigation, federal civil rights litigation, labor and employment litigation, tax certiorari, bankruptcy, real estate litigation, appellate practice, municipal law, family law and transactional matters. The selected law firms 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 expertise, including, 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 post-trial motions and appeals, judgment and post-judgment proceedings.

SECTION III – CONTRACT TERMS

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 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

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 for working on County matters.

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 status, sexual orientation or citizenship status.

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

Agreement to follow litigation and representation guidelines as may be promulgated by the County Attorney

Any questions regarding this RFQ should be addressed to the County Attorney's Contact Person:

Lisa LoCurto, First Chief Deputy County Attorney
Office of the County Attorney
1 West Street
Mineola, New York 11501
(516) 571-3033

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 County Attorney located at 1 West Street, Mineola, New York 11501 on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11 (the "County"), and (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 matter 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 and

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

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 Agreement.

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

1. Term. This Agreement shall commence on August ~~12~~ 3, 2010 and shall terminate on August ~~31~~ 1, 2011, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County Attorney may renew this Agreement for two (2) additional one year periods.

2. Services. 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 New York 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. Payment. (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 the paralegal shall be Ninety Dollars ($90.00).

(b) Vouchers; Voucher Review, Approval and Audit. 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

[illegible] payment requested in [illegible] (b) certifies that the [illegible] is an itemized list of allowable expenses, (c) certifies that the [illegible] payment requested are in accordance with this Agreement, and (d) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon [illegible] approval and audit of the Voucher by the Department and/or the County Comptroller or its duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit claims no later than three (3) [illegible] following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated with the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for travel, expert costs, messengers, investigators, trial preparation services and other legitimate expenses.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. 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 County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. 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 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, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, 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 eve that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County unde 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 provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. 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, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the 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. Service Standards. 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. No Conflict Representation. (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 Commission fire code violation matters, and Mitchell Field project matters. In addition, one of Counsel's attorneys is a hearing officer for SCAR hearings.

10. Indemnification; Defense; Cooperation. (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 by Counsel or a Counsel Agent, provided, however, that the County shall be responsible for that portion, if any, of a loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall 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.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and Amounts Counsel shall obtain and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of this Agreement, at its own expense; (i) one or more policies for commercial general 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 ($2,000,000.00) in the aggregate; (iii) compensation insurance for the benefit 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.

12. 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, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

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 written 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 increase the Maximum Amount; and (v) in accordance with any other provisions of this Agreement expressly addressing termination.

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

(b) By 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 County Attorney.

(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.

14. 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 non-profit entity, must comply with the accounting guidelines set forth in the federal Office of

[illegible] Management & Budget's [illegible] prerequisite [illegible] Plan [illegible] Records shall at all times be available for audit and inspection by the Comptroller, the Department [illegible] any other governmental authority with jurisdiction over the provision of services hereunder [illegible] the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

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

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

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every prov required by Law to be inserted into or referenced by this Agreement is intended to be a part of t Agreement. If any such provision is not inserted or referenced or is not inserted or referenced i 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 b 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 way be affected or impaired thereby.

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

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

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

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

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

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

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

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

[illegible] the first above written.

RIVKIN RADLER LLP

By: [illegible]
Name: William M. Savino
Title: Managing Partner
Date: [illegible]

NASSAU COUNTY

By: [illegible]
Name: John Ciampoli, County Attorney
Date: 12/14/10

By: [illegible]
Name: Richard R. Walker
Title: Deputy County Executive
Date: 12/14/10

PLEASE EXECUTE IN BLUE INK

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

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

NOTARY PUBLIC

Ilse Fox

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

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

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

NOTARY PUBLIC Diana Catapano

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

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

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

Doreen Pennica
NOTARY PUBLIC

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

1129682.2:620159:01930

Appendix [illegible]

Equal Employment Opportunities for Minorities and Women

[illegible]

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

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

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

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

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

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

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

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

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

(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 reque by the contracting agency, the Contractor must submit Documentation.

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

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

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

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

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

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

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

[illegible] shall be final determination [illegible] may only be [illegible] provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

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

As used in this Appendix EE the term "County Contractor" shall mean a person or firm 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 followi

a. Proof of having advertised for bids, where appropriate, in minority publication 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 th 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 of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart 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

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

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

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

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

[illegible] of performance responses of Subcontractors in their [illegible] contractor must also be included with the Best Effort Documentation.

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

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of Contractor is:

William M. Savino, Rivkin Radler LLP (Name)

926 RXR Plaza, Uniondale, NY 11556 (Address)

516-357-3000 (Telephone Number)

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

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

In the past five years an administrative proceeding, or criminal or civil action has [illegible] been commenced against or [illegible] in connection with federal, state or local law regulating [illegible] labor relations or occupational safety and health. If such a proceeding or investigation has been commenced, describe below: [illegible]

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

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

October 5, 2010
Dated

Signature of Chief Executive Officer

William M. Savino
Name of Chief Executive Officer

Sworn to before me this
5 day of October, 2010.

Ilse Fox
Notary Public

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

1129682.2:620159:01930

Contract ID#:CQAT10000029

CQAT-120

Department: County Attorney

E-09-11

Contract Details

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

SERVICES: Special Counsel

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

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

Agency Information

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

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

Routing Slip

DATE REC'D	DEPARTMENT	Internal Verification		DATE Approved	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	X X	23 Dec 2010		
	OMB	NIFS Approval	☐	12/29		
12/29/10	County Attorney	CA RE&I Verification	☑	12/29/10	Subject to approval Bard for Attorney	Yes X No Not required if blanket resolution
12/29/10	County Attorney	CA Approval as to form	☑	12/29/10		
	LEG Legislative Affairs	Fw'd Original K to CA	☐	1/3/11		Yes X No
	Rules ☐ / Leg. ☐		☐			
	County Attorney	NIFS Approval	☐	2/2/11		
	County Comptroller	NIFS Approval	☑	3/1/11		
	County Exec.	Note:				

Contract ID#: CO ATT0000029

Department: County Attorney

Contract Summary

Description: Amend original agreement to increase maximum amount.

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

Method of Procurement: n/a

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

Description of General Provisions: As described above

Impact on Funding / Price Analysis: $300,000.00

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

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

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

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGENI100//DE502	$300,000.00
2		$
3	12/29/10	$
4		$
5		$
6		$
	TOTAL	$300,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

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

E #:

E-9-1

RULES RESOLUTION NO. 13 - 2011

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

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

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

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

DISCLOSURE STATEMENT

SCHEDULE OF ALL PARTNERS
RIVKIN RADLER LLP

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

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

and Matt Biscone

RULES RESOLUTION NO. – 2011

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

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

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

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: RIVKIN RADLER (CLAT1000009

CONTRACTOR ADDRESS: 926 RXR Plaza, Uniondale New York 11556

FEDERAL TAX ID# 111853927

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

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

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

III. X This is an amendment of an existing contract.
The contract was originally executed by Nassau County on October 14, 2010. This is an 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 prop
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 atta
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 prov
submitted proposals. The memorandum describes how the contractor was determined to b
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 qu
proposal, the proposer's unique and special experience, skill, or expertise, or its availabilit
perform in the most immediate and timely manner.

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

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

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

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

In certain limited

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

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

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

John Ciampoli, County Attorney

12/24/10

Date

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

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

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

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 contrac the vendor has previously provided services to the county, attach a copy of the most recent evalu the vendor's performance. If the contractor has not received a satisfactory evaluation, the departme explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing perfo evaluations may not be possible because of the nature of the human services program, or becau compelling need to continue services through the same provider. In those circumstances, att 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 complia with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of ann Statements of Qualifications & Performance Data, and its negotiations with the most highly qualifi firms.

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

☐ 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 18, 200 concerning independent contractors and employees indicates that the contractor would not be considere an employee for federal tax purposes.

John Giampoli, County Attorney

10/14/10
Date

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

AMENDMENT NO. 1

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

WITNESSETH:

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

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

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

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

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

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

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

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

RIVKIN RADLER LLP

By: _____
Name: William M. Savino
Title: Managing Partner
Date: December 23, 2010

NASSAU COUNTY

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

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

PLEASE EXECUTE IN BLUE INK

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

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

NOTARY PUBLIC

MARY A. RYAN
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01RY4716738
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES FEB. 28, 20 10

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

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

NOTARY PUBLIC

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

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

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

NOTARY PUBLIC

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

Contract ID#:CQAT10000029

Certified contract received on 03/05/2012

Department: County Attorney

E-59-12

Contract Details

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

SERVICES: Special Counsel

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

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

Agency Information

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

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

Routing Slip

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

Contract Summary

Description: Contract Amendment for legal services

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

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

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

Description of General Provisions: As described above

Impact on Funding / Price Analysis: $650,000.00

Change in Contract From Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

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

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

LINE	INDEX/OBJECT CODE	AMOUNT
1	AT GEN 1100/DE502	$650,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$650,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

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

FAML6455 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
CURRENT YR BUDGET & OBLIGATION SUMMARY 02/

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

S	OBJECT DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR B
AA	SALARIES,	11,116,061	10,616,061	9,492,645	1,1
BB	EQUIPMENT	15,000	15,000	2,186	
DD	GENERAL EX	742,279	742,279	426,793	3
DE	CONTRACTUA	2,000,000	8,800,000	7,654,884	1,1
	EXP TOTAL	13,873,340	20,173,340	17,576,508	2,5
	REV - EXP	-11,090,268	-17,390,268	-14,239,432	3,1

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

ADAM[illegible] TOTAL BALANCE ALL YEAR BALANCE

[illegible] SUMMARY

[illegible] PAYABLE
[illegible] PENALTY
[illegible] INTEREST
[illegible] PAID
[illegible] HELD
[illegible] UNPAID
[illegible] HOLD
[illegible] PAID
[illegible] SELECT

[illegible] NEXT

6014 - RECORD FOUND

FAML6260 V4.2
LINK TO:
ACTIVE

NIFS PRODUCTION SYSTEM
VENDOR SUMMARY

02/1
3

FISCAL MO/YEAR : 02 2012
VENDOR NUMBER : 111853927
VENDOR ALPHA :

RIVKIN, RADLER LLP

S VENDOR SUMMARY

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

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

G014 - RECORD FOUND

E-58-12

RULES RESOLUTION NO. 58-12

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

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

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

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

RULES RESOLUTION NO. – 2012

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

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

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

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Rivkin Radler, LLP (CLAT11000030)

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

FEDERAL TAX ID #: 111853927

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

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

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

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed on behalf of the County by the Deputy County Execu
December 14, 2010 (and as amended thereafter). This is a renewal or extension pursuant to the cont
an amendment within the scope of the contract or RFP (copies of the relevant pages are attache
original contract was entered into after three law firms were interviewed – Wilson Elser, LLP,
Radler, LLP and Ravi Batra. Rivkin Radler, LLP was selected based on their qualification and exp
and immediate availability. The contractor's services have been satisfactory.

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

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

☐ B. The attached memorandum contains a detailed explanation as to the reason(s)why
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
proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attacl
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 provi
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 qua
proposal, the proposer's unique and special experience, skill, or expertise, or its availabilit
perform in the most immediate and timely manner.

☐ 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 rele
documents are attached).

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

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

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

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

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

1/23/2017

Date

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

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

DISCLOSURE STATEMENT

SCHEDULE OF ALL PARTNERS
RIVKIN RADLER LLP

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

1. Brian Ade
2. James V. Aiosa
3. Gary D. Centola
4. Brian S. Conneely
5. Peter C. Contino
6. William Cornachio
7. Janice J. DiGennaro
8. ~~Alan C. Eagle~~
9. Scott Eisenmesser
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11. Anthony R. Gambardella
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13. Jeffrey S. Greener
14. David M. Grill
15. Walter J. Gumersell
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31. William M. Savino
32. Michael A. Sirignano
33. Stephen J. Smirti
34. Norman L. Tolle
35. Michael Troisi
36. Michael Versichelli
37. Stephen B. Weissman
38. David S. Wilck

AMENDMENT NO. 2

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) [illegible] 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 [illegible] combined limit liability of not less three million dollars ($3,000,000.00) per claim; (iii) compensation insurance for the benefit of Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law; and (iv) such additional insurance as the County may from time to time specify.

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

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

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

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

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

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

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

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

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

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

RIVKIN RADLER, LLP

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

NASSAU COUNTY

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

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss
COUNTY OF NASSAU)

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

NOTARY PUBLIC

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

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

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

NOTARY PUBLIC

DIANA CARAPANO
NOTARY PUBLIC STATE OF NEW YORK
NO. 01C[illegible]
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 21, 2015

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

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

NOTARY PUBLIC

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE5170832
EXPIRES 7/23/20[illegible]

2569938 v1

Certified contract received on 10/16/2013 LD

Contract ID#: CQAT10000029

Department: County Attorney

E-147-13

Contract Details

SERVICES: Special Counsel

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

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

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

Agency Information

Vendor		County Department
Name: Rivkin Radler, LLP	Vendor ID#: 111853927	Department Contact: Daniel Gregware
Address: 926 RXR Plaza, Uniondale, New York 11556	Contact Person: William Savino	Address: 1 West St., Mineola, New York 11501
	Phone: (516) 357-3349	Phone: (516) 571-1675

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'vd & Fw'd	SIGNATURE	Leg. Appr. Req.
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☐	6/19/13		
6/21/13	County Attorney	CA RE&I Verification ☑	6/24/13		yes
	County Attorney	CA Approval as to form ☒	6/24/13		
	Legislative Affairs (LEG)	Fw'd Original K to CA ☐	6/25/13		yes
	Rules ☐ / Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	07/30/2013		
	County Comptroller	NIFS Approval ☑			

Contract ID#: COA110000029

Department: County Attorney

Contract Summary

Description: Contract Amendment for legal services.

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

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

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

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $300,000.00

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

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

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

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

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

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

E #:

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Rivkin Radler, LLP (CLAT13000018)

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

FEDERAL TAX ID #: 111853927

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

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

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

ranked. As a result of

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

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

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

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

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

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

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

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

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

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 evalu the vendor's performance. If the contractor has not received a satisfactory evaluation, the departme explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing perfo evaluations may not be possible because of the nature of the human services program, or becaus 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 compliar with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of ann Statements of Qualifications & Performance Data, and its negotiations with the most highly qualifi firms.

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

☐ 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 an employee for federal tax purposes.

Department Head Signature

10/7/13

Date

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

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

DISCLOSURE STATEMENT

SCHEDULE OF ALL PARTNERS
RIVKIN RADLER LLP

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

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

E-147-13

RULES RESOLUTION NO. 224-2013

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

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

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

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

RULES RESOLUTION NO. 2013

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

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

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

AMENDMENT NO. 3

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

WITNESSETH:

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

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

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

WHEREAS, the County desires to increase the Maximum Amount.

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

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

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

[Remainder of Page Intentionally Left Blank.]

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

RIVKIN RADLER, LLP

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

NASSAU COUNTY

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

NASSAU COUNTY

By: _____
Name: Timothy Sullivan
Title: County Executive

☐ Deputy County Executive

Date: 10/10/13

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss
COUNTY OF NASSAU)

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

NOTARY PUBLIC

DIANA DORSEY
Notary Public, State of New York
No. 01DO5067959
Qualified in Nassau County
Commission Expires December 24, 2015

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

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

NOTARY PUBLIC

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

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

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

NOTARY PUBLIC

DOCUMENT IS DOUBLE-SIDED

Contract ID#: CQAT10000029

certified contract received on 12/10/2014 p.

Department: County Attorney

E-227-14

Contract Details

SERVICES: Special Counsel

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

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

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

Agency Information

Vendor

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

County Department

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

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☐	9/22/14		
9/24/14	County Attorney	CA RE&I Verification ☑	9/25/14		Yes☐ No☐ Not required if blanket resolution
	County Attorney	CA Approval as to form ☐	09/25/2014		
	Leg. Legislative Affairs	Fw'd Original K to CA ☐	9/25/14		Yes☑ No☐
	Leg. Rules ☐/Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	10/09/2014		
	County Comptroller	NIFS Approval ☑	10/31/14		
	County Exec.				

Contract ID#: CQAT10000029

Department: County Attorney

Contract Summary

Description: Contract Amendment # 4 to outside counsel contract.

Purpose: Counsel provides legal services to the County in connection with litigation known as New York Telephone Co. v. Town of North Hempstead v. Nassau County, Index No. 12192/98, as well as representing the County on matters 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 limited to claims made pursuant to the so-called "County Guaranty." This amendment increases the maximum amount the contract.

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

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

Description of General Provisions: As described above.

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

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

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

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$450.000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$450,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$450.000.00
2		$
3		$
4		$
5		$
		$
		$
	TOTAL	$450,000.00

APPROVED 9/25/14
INSURANCE SECTION
REAL ESTATE

Document Prepared By:

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Date:
Name	Name	Name
Date 11/3/14	Date 10/31/14	Date 12/11/14

(For Office Use Only)

E #:

E-227-14

RULES RESOLUTION NO. 236 2014

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

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

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

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

RULES RESOLUTION NO. – 2014

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

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

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

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Rivkin Radler, LLP (CLAT14000029)

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

FEDERAL TAX ID #: 111853927

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

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

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

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed on behalf of the County by the Deputy County Executive o
December 14, 2010, and as amended thereafter on March 4, 2011, January 27, 2012, and October 10, 201:
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 proposal.

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

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

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

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

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

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

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasi
required through an inter-muni

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 departmer intends to initiate a competitive process for the future award of these services. For any such contract, wher the vendor has previously provided services to the county, attach a copy of the most recent evaluation o the vendor's performance. If the contractor has not received a satisfactory evaluation, the department mus explain why the contractor should nevertheless be permitted to contract with the county.

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

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

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

Department Head Signature

Date

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

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

DISCLOSURE STATEMENT

SCHEDULE OF ALL PARTNERS
RIVKIN RADLER LLP

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

1. Brian Ade
2. James V. Aiosa
3. Brian S. Conneely
4. Peter C. Contino
5. William Cornachio
6. Janice J. DiGennaro
7. Alan C. Eagle
8. Scott Eisenmesser
9. Richard S. Feldman
10. ~~Anthony R. Gambardella~~
11. Stuart Gordon
12. Jeffrey S. Greener
13. David M. Grill
14. Walter J. Gumersell
15. Cheryl F. Korman
16. Yaron Kornblum
17. 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. Michael Troisi
37. Michael Versichelli
38. Stephen B. Weissman
39. David S. Wilck

AMENDMENT NO. 4

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

WITNESSETH:

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank.]

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

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

NOTARY PUBLIC Diana Dorsey

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

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

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

NOTARY PUBLIC Diana Catapano

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

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

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

NOTARY PUBLIC Concetta A. Petrucci

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

3032827 v3

Contract ID#: CQAT10000029

received on 03/03/2015
Department: County Attorney

Contract Details

SERVICES: Special Counsel

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

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

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

Agency Information

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

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

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☐	2-4-15		Yes ☐ No ☐ Not required if blanket resolution
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐			
	County Comptroller	NIFS Approval ☑	2/20/15 2/20/15		

PR5254 (8/04)

Contract ID#: COAT10000029

Department: County Attorney

Contract Summary

Description: Advisement # 1 to outside counsel contract.

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

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

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

Description of General Provisions: As described above.

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

Change in Contract from Prior Procurement: Not applicable

Recommendation: (approve as submitted)

Advisement Information

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

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

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

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

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

PR5254 (8/04)