

CENTER for JUDICIAL ACCOUNTABILITY, INC.*

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July 1, 2014

TO: Records Access Officer of NYS Comptroller Thomas DiNapoli

RE: FOIL REQUEST: Records Pertaining to the Comptroller's Approvals
of Contracts for Services by:

- (1) Kasowitz, Benson, Torres, Friedman, LLP
- (2) Kirkland & Ellis, LLP
- (3) Loeb & Loeb, LLP

Enclosed is the "Justification for Contract between the New York State Assembly and Kasowitz Benson Torres Friedman LLP", together with pertinent pages of the August 2013 Contract, #C111945.

The Contract limits compensation for services to \$50,000. Paragraph S states:

"This agreement will not take effect until approved, in writing, hereon by the Offices of the Attorney General and State Comptroller of the State of New York."
(underlining added).

Page 5 is the signature page for the parties, followed by a section entitled "APPROVED AS TO FORM", which has lines for the signatures of the Attorney General and Comptroller and for the dates thereof. These are each stamped, with the stamp of the Comptroller reading: "APPROVED DEPT. OF AUDIT & CONTROL OCT 10 2013 *Charlotte Breeyear* FOR THE STATE COMPTROLLER".

Paragraph J of the Contract states:

"The Assembly may, at any time, by written notice, make changes in or additions to work or services within the general scope of this contract upon the approval of the Office of the Attorney General and the Office of the State Comptroller. ..."
(underlining added).

* **Center for Judicial Accountability, Inc.** (CJA) is a national, non-partisan, non-profit citizens' organization, working to ensure that the processes of judicial selection and discipline are effective and meaningful.

EX 21-9

The Contract's paragraph O states:

“No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing, executed by the parties hereto, and approved by the Offices of the Attorney General and Comptroller of the State of New York ...” (underlining added).

Attached is a November 27, 2013 letter signed by the parties modifying Contract # C111945 by increasing compensation for services to \$350,000, together with a December 2, 2014 acknowledgment of firm or partnership pertaining thereto. Neither reflect approval of the Attorney General and Comptroller.

Pursuant to Public Officers Law, Article VI [Freedom of Information Law (F.O.I.L.)], request is made for:

- (1) all publicly-available records pertaining to the “Justification for Contract”, including the names of the “Several law firms” which were contenders for the Contract and their supporting proposals/memos, if any;
- (2) all publicly-available records establishing the Comptroller's approval of Contract #C111945, pursuant to Contract paragraph S;
- (3) all publicly-available records establishing the Comptroller's approval of the November 27, 2013 modification – and of any further modifications – pursuant to Contract paragraphs J and O.

Presumably, the Attorney General and Comptroller were required to approve comparable contracts for the New York State Senate and Kirkland & Ellis, LLP and for Temporary Senate President Jeffrey Klein and Loeb & Loeb, LLP. Pursuant to FOIL, request is made for:

- (4) copies of the contracts for the Senate and Kirkland & Ellis, LLP and for Temporary Senate President Klein and Loeb & Loeb, LLP, including “Justifications” and supporting proposals/memos, approved by the Comptroller; and
- (5) such modifications of the contracts as the Comptroller approved.

Pursuant to Public Officers Law §89.3, your response is required “within five business days” of your receipt of this request. I would appreciate if you e-mailed it to me at elena@judgewatch.org.

Thank you.

A handwritten signature in blue ink, appearing to read "Long RW" followed by a stylized flourish.

Enclosures:

- (1) "Justification for Contract", with Contract pp. 1-5, Appendix A pp. 1-3
- (2) November 27, 2013 letter amending Contract,
with Acknowledgment of Firm or Partnership