

33774

Date: May 6, 2013

To: Board of Acquisition and Contract

From: Robert F. Meehan
County Attorney

Re: Authority for the County of Westchester to enter into an agreement to retain, at County expense, the law firm of Duncan, Weinberg, Genzer & Pembroke, P.C. for the provision of all legal services and representation, and related technical, consulting, and expert witness services, that are necessary for administrative proceedings before the New York State Public Service Commission.

Authority is respectfully requested for the County of Westchester (the "County") to enter into an agreement (the "Agreement") to retain, at County expense, the law firm of Duncan, Weinberg, Genzer & Pembroke, P.C. ("DWGP") for the provision of all legal services and representation, and related technical, consulting, and expert witness services (the "Related Services"), that are necessary for administrative proceedings before the New York State Public Service Commission ("NYS PSC").

The proposed Agreement would be for a term of one (1) year, commencing on April 23, 2013, with the County having the option to extend the term of the Agreement for three (3) one (1) year periods thereafter, utilizing all of the same pricing, terms and conditions. The Agreement would authorize DWGP to enter into a subcontract with Snavelly King Majoros & Associates, Inc. for such portion of the Related Services as DWGP may find to be necessary and appropriate to properly represent the County in administrative proceedings before the NYS PSC. Under the proposed Agreement, DWGP would be paid a total amount not-to-exceed One Hundred Ninety-Eight Thousand Five Hundred Dollars (\$198,500.00), payable at various hourly rates for different personnel, ranging from One Hundred Forty-Five Dollars (\$145.00) per hour to Three Hundred Sixty Dollars (\$360.00) per hour.

Pursuant to Section 7 of the County's Procurement Policy and Procedures, on February 13, 2013, the County issued a request for proposals ("RFP") for the aforementioned services. The RFP was posted to the County's website for RFPs, advertised in the New York Law Journal, and sent to a number of firms the County believed to have the necessary expertise.

In response, the County received two (2) proposals, which were from the following proposers: 1.) DWGP, and 2.) Stewart M. Glass, Esq. Using the evaluation criteria specified in

the RFP to review and score the proposals, it was determined that DWGP was the first-ranked proposer and, accordingly, its proposal was the most advantageous to the County.

The proposed Agreement will serve a public purpose by providing the County with the specialized knowledge and expertise necessary to ensure the County's proper handling of administrative proceedings before the NYS PSC.

The goal and objective of the proposed Agreement is to provide the County with the specialized knowledge and expertise necessary to ensure the County's proper handling of administrative proceedings before the NYS PSC.

The goal and objective of the proposed Agreement is in the best interests of the County in terms of fiscal responsibility, as ensuring the County's proper handling of administrative proceedings before the NYS PSC is expected to ultimately result in a cost savings to the County and its residents, such as in rates paid to Consolidated Edison Company of New York, Inc.

The goal and objective of the proposed Agreement will be tracked and monitored by the Office of the County Attorney.

The County Board of Legislators authorized the proposed Agreement on May 6, 2013 by Act No. 2013-66.

I respectfully recommend the adoption of the attached Resolution.

RFM/bdm/nn

APPROVED BOARD OF ACQUISITION & CONTRACT ADMINISTRATION
05/09/2013 - COUNTY VICE SECRETARY

RESOLUTION

Upon a communication from the County Attorney, be it hereby:

RESOLVED, that the County of Westchester (the "County") is hereby authorized to enter into an agreement (the "Agreement") to retain, at County expense, the law firm of Duncan, Weinberg, Genzer & Pembroke, P.C. ("DWGP") for the provision of all legal services and representation, and related technical, consulting, and expert witness services (the "Related Services"), that are necessary for administrative proceedings before the New York State Public Service Commission ("NYS PSC"); and be it further

RESOLVED, that the Agreement will be for a term of one (1) year, commencing on April 23, 2013, with the County having the option to extend the term of the Agreement for three (3) one (1) year periods thereafter, utilizing all of the same pricing, terms and conditions; and be it further

RESOLVED, that the Agreement will authorize DWGP to enter into a subcontract with Snavely King Majoros & Associates, Inc. for such portion of the Related Services as DWGP may find to be necessary and appropriate to properly represent the County in administrative proceedings before the NYS PSC; and be it further

RESOLVED, that under the Agreement, DWGP will be paid a total amount not-to-exceed One Hundred Ninety-Eight Thousand Five Hundred Dollars (\$198,500.00), payable at various hourly rates for different personnel, ranging from One Hundred Forty-Five Dollars (\$145.00) per hour to Three Hundred Sixty Dollars (\$360.00) per hour; and be it further

RESOLVED, that this Agreement is subject to County appropriations; and be it further

RESOLVED, that this Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice; and be it further

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized to execute and deliver any and all documents and to take all action necessary and appropriate to effectuate the purposes hereof.

Account to be
Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
101	52	2110			\$198,500.00

Budget Funding Year(s): 2013-14 Start Date: 4/23/13 End Date: 4/22/14
(must match resolution)

Funding Source Tax Dollars: _____
State Aid: _____
\$198,500.00 Federal Aid: _____
(must match resolution) Other: COWPUSA

APPROVED BOARD OF ACQUISITION & CONTRACT - 05/09/2013 - JOMARY VIEIRA, SECRETARY