

43196

Date: November 7, 2014

To: Board of Acquisition and Contract

From: Robert F. Meehan
County Attorney

Re: Authority for the County to exercise its first one-year renewal option under each of the thirty (30) agreements the County was previously authorized to enter into with law firms and practitioners for legal services and representation in connection with civil litigation in which the County is or may become involved pursuant to the County's liability and casualty self-insurance program.

The County of Westchester's (the "County's") Casualty Insurance Program with Bayly, Martin & Fay expired in December, 1985. Since then, the County has entered into agreements with various law firms and practitioners ("Attorneys"), pursuant to which the Attorneys provide the County with legal services and representation to the County, in an "of counsel" capacity to the County Attorney, as needed, in connection with civil litigation in which the County is or may become involved pursuant to the County's liability and casualty self-insurance program ("6-n Counsel Services"), which was established, under Chapter 295 of the Laws of Westchester County, in accordance with New York State General Municipal Law §6-n (the "County's 6-n Program"). The County has entered into such agreements because it is prudent for the County to have access to experienced Attorneys to serve as additional resources in cases under the County's 6-n Program that involve the potential for significant liability.

By a resolution approved by your Honorable Board on December 19, 2013, the County was authorized to enter into an agreement with each of the thirty (30) Attorneys listed below (each an "Agreement"; collectively, the "Agreements"), pursuant to which the Attorneys would provide 6-n Counsel Services, for a term January 1, 2014 through December 31, 2014, with the County having the option to extend each Agreement for up to three (3) one-year periods thereafter, utilizing the same pricing, for a total aggregate amount not-to-exceed Two Million Seven Hundred Thousand (\$2,700,000.00) Dollars for the year 2014 for the Agreements:

1. Lewis, Brisbois, Bisgaard & Smith LLP
2. Wilson, Elser, Moskowitz, Edelman & Dicker LLP

3. Morris Duffy Alonso & Faley, LLP¹
4. Havkins Rosenfeld Ritzert & Varriale, LLP²
5. Pannone Lopes Devereaux & West LLC
6. The McFarlane Law Group, P.C.³
7. Bank, Sheer, Seymour & Hashmall
8. Harriton & Furrer, LLP
9. Biaggi & Biaggi
10. Epstein Becker & Green, P.C.
11. Canter Law Firm P.C.
12. Harris Beach PLLC
13. Bond Schoeneck & King, PLLC
14. Sokoloff Stern, LLP
15. The Law Offices of Vincent R. Rippa
16. Daniel J. McKenna, Esq. P.C.
17. Bleakley Platt & Schmidt, LLP
18. Traub Lieberman Straus & Shrewsbury LLP
19. Michael J. Devereaux & Associates, P.C. d/b/a Devereaux, Baumgarten
20. Joan Marshall Cresap Law Office⁴
21. Brill & Associates, P.C.
22. Westermann Sheehy Keenan Samaan & Aydelott, LLP
23. Purcell & Ingrao, P.C.
24. Newman Myers Kreines Gross Harris, P.C.
25. Lyons McGovern, LLP
26. Burns, Russo, Tamigi & Reardon, LLP
27. Robert A. Peirce & Associates
28. Gaines, Novick, Ponzini, Cossu & Venditti, LLP
29. DeCorato Cohen Sheehan & Federico LLP
30. Friedman, Harfenist, Kraut & Perlstein, LLP

The County now wishes to exercise its first one-year renewal option under each Agreement. Accordingly, authority is hereby requested from your Honorable Board for the County to exercise its first one-year renewal option under each Agreement, and thereby extend the termination date for each Agreement from December 31, 2014 to December 31, 2015.

Except as specifically amended hereby, all remaining terms and conditions set forth in each Agreement shall remain in full force and effect.

It should be noted that Section 295.31(2)(c) of the Laws of Westchester County permits expenditures from the County's Liability and Casualty Reserve Fund for, "Expert or professional services rendered in connection with investigation, adjustments, settlement or defense of claims actions or judgments". Accordingly, all costs incurred under the Agreements for the year 2015 will be charged to the County's Liability and Casualty Reserve Fund.

¹ Morris Duffy Alonso & Faley, LLP noted that it is a minority- and women-owned and controlled business enterprise.

² Havkins Rosenfeld Ritzert & Varriale, LLP noted that it is a women-owned and controlled business enterprise.

³ The McFarlane Law Group, P.C. noted that it is a minority- and women-owned and controlled business enterprise.

⁴ Joan Marshall Cresap Law Office noted that it is a women-owned and controlled business enterprise.

The Agreements serve a public purpose by providing the County with access to experienced Attorneys to serve as additional resources in cases under the County's 6-n Program that involve the potential for significant liability.

The goal and objective of the Agreements is to provide the County with access to experienced Attorneys to serve as additional resources in cases under the County's 6-n Program that involve the potential for significant liability.

The goal and objective of the Agreements is in the best interests of the County in terms of fiscal responsibility, as the County having access to experienced Attorneys who can serve as additional resources in cases under the County's 6-n Program that involve the potential for significant liability can help the County avoid or limit such liability.

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

I respectfully recommend the adoption of the attached Resolution.

RFM/bdm/nn

APPROVED BOARD OF ACQUISITION & CONTRACT - 11/01/2014 - JOMAR VIEIRA, SECRETARY

RESOLUTION

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

RESOLVED, that the County of Westchester (the “County”) is authorized to exercise its first one-year renewal option under each agreement the County was previously authorized to enter into with the thirty (30) law firms and practitioners listed below (the “Attorneys”), pursuant to which the Attorneys were to provide legal services and representation to the County, in an “of counsel” capacity to the County Attorney, as needed, in connection with civil litigation in which the County is or may become involved pursuant to the County’s liability and casualty self-insurance program, for a term January 1, 2014 through December 31, 2014, with the County having the option to extend each agreement for up to three (3) one-year periods thereafter, utilizing the same pricing, (each an “Agreement; collectively, the “Agreements”) and thereby extend the termination date for each Agreement from December 31, 2014 to December 31, 2015:

1. Lewis, Brisbois, Bisgaard & Smith LLP
2. Wilson, Elser, Moskowitz, Edelman & Dicker LLP
3. Morris Duffy Alonso & Faley, LLP
4. Havkins Rosenfeld Ritzert & Varriale, LLP
5. Pannone Lopes Devereaux & West LLC
6. The McFarlane Law Group, P.C.
7. Bank, Sheer, Seymour & Hashmall
8. Harriton & Furrer, LLP
9. Biaggi & Biaggi
10. Epstein Becker & Green, P.C.
11. Canter Law Firm P.C.
12. Harris Beach PLLC
13. Bond Schoeneck & King, PLLC
14. Sokoloff Stern, LLP
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16. Daniel J. McKenna, Esq. P.C.
17. Bleakley Platt & Schmidt, LLP
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19. Michael J. Devereaux & Associates, P.C. d/b/a Devereaux, Baumgarten
20. Joan Marshall Cresap Law Office
21. Brill & Associates, P.C.
22. Westermann Sheehy Keenan Samaan & Aydelott, LLP
23. Purcell & Ingrao, P.C.
24. Newman Myers Kreines Gross Harris, P.C.
25. Lyons McGovern, LLP
26. Burns, Russo, Tamigi & Reardon, LLP
27. Robert A. Peirce & Associates
28. Gaines, Novick, Ponzini, Cossu & Venditti, LLP
29. DeCorato Cohen Sheehan & Federico LLP
30. Friedman, Harfenist, Kraut & Perlstein, LLP

; and be it further

RESOLVED, that for the year 2015, the total aggregate amount to be expended under the renewal term of the foregoing thirty (30) listed Agreements shall not exceed Two Million Seven Hundred Thousand (\$2,700,000.00) Dollars, and the costs incurred under the Agreements shall be charged against the County's Liability and Casualty Reserve Fund; and be it further

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

RESOLVED, that each Agreement is also subject to further financial analysis of the impact of the New York State Budget ("State Budget") proposed and adopted during the term of the contracts. Each Agreement shall contain a provision that 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 the 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 State Budget on County finances. After such analysis, the County shall retain the right to either terminate one or more of the Agreements or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to any of the above Attorneys, then such Attorney(s) shall have the right to terminate its(/their) agreement(s) upon reasonable prior written notice; and be it further

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized to take such action and execute such documents as may be necessary and proper to effect the purposes hereof.

Account to be
Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
615	59	0695	4923		\$2,700,000

Budget Funding Year(s): 2015
(must match resolution)

Start Date: 1/1/15

End Date: 12/31/15

Funding Source

Tax Dollars: _____

State Aid: _____

\$ 2,700,000

Federal Aid: _____

(must match resolution)

Other: _____

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