

51636

Date: March 30, 2016

To: Board of Acquisition and Contract

From: Robert F. Meehan
County Attorney

Re: Authority to enter into a consultant agreement with the law firm of Holwell Shuster & Goldberg, LLP pursuant to which the firm will assist the County in replying to the Monitor's Report regarding Westchester County's compliance with Paragraph 33(c) of the Stipulation and Order of Settlement and Dismissal in the matter of United States of America, ex rel. Anti-Discrimination Center of Metro New York, Inc. v. Westchester County, New York, and with other related matters as they arise, for a term commencing on March 31, 2016 and continuing through March 30, 2017 in an amount not to exceed \$100,000.00.

Authority is requested for the County of Westchester (the "County") to enter into a consultant agreement with the law firm of Holwell Shuster & Goldberg, LLP (the "Consultant") pursuant to which the Consultant will assist the County in replying to the Monitor's Report regarding Westchester County's compliance with Paragraph 33(c) of the Stipulation and Order of Settlement and Dismissal in the matter of United States of America, ex rel. Anti-Discrimination Center of Metro New York, Inc. v. Westchester County, New York (No. 06 Civ. 2860), and with other related matters as they arise, for a term commencing on March 31, 2016 and continuing through March 30, 2017 (the "Agreement"). In consideration for services to be rendered, the County will pay the Consultant at the rates set forth in Schedule "A", attached hereto, plus reasonable and necessary costs and disbursements. In no event shall the total amount payable under this Agreement exceed the sum of \$100,000.00.

Authority to exempt this Agreement from the requirements of the Westchester County Procurement Policy and Procedures pursuant to Section 3(a)xxi thereof, has been submitted to your Honorable Board in accordance with a separate resolution of even date herewith.

The proposed Agreement will serve a public purpose by enabling the County to provide a response to the Monitor's report and future assistance related to the Stipulation and Order of Settlement and Dismissal as such matters arise.

The goals and objectives of the proposed Agreement are to provide consultation services to the County Attorney to assist the County in responding to the Monitor's report.

The goals and objectives will be tracked and monitored through regular consultation with the firm.

Accordingly, your favorable action on the annexed resolution is most respectfully urged and recommended.

RFM/JPG/jg
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 04/07/2016 - LISA MBIJAJ, SECRETARY

RESOLUTION

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

RESOLVED, that the County of Westchester (the "County") is authorized to enter into a consultant agreement (the "Agreement") with the law firm of Holwell Shuster & Goldberg, LLP (the "Consultant") pursuant to which the Consultant will assist the County in replying to the Monitor's Report regarding Westchester County's compliance with Paragraph 33(c) of the Stipulation and Order of Settlement and Dismissal in the matter of United States of America, ex rel. Anti-Discrimination Center of Metro New York, Inc., v. Westchester County, New York, and with other related matters as they arise, for a term commencing on March 31, 2016 and continuing through March 30, 2017; and be it further

RESOLVED, that in consideration for services to be rendered, the Consultant shall be paid at the rates set forth in Schedule "A", attached hereto, plus reasonable and necessary costs and disbursements. In no event shall the total amount payable hereunder exceed the sum of \$100,000.00; 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 Firm, then the Firm shall have the right to terminate this Agreement upon reasonable prior written notice; and be it further

RESOLVED, that the County Attorney 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
101	18	1000	4923		\$100,000

Budget Funding Year(s) 2016-2017 Start Date 3/31/16 End Date 3/30/17
(must match resolution)

Funding Source Tax Dollars \$100,000.00
State Aid _____

\$100,000 Federal Aid _____
(must match resolution)

Other _____

APPROVED BOARD OF ACQUISITION & CONTRACT - 04/07/2016 - LISA M. JAMES SECRETARY

SCHEDULE "A"

RATES

Hon. Richard J. Holwell, Partner	\$945/hour
Daniel M. Sullivan, Associate	\$515/hour
Staff Attorney.....	\$250/hour
Paralegal.....	\$185/hour

APPROVED BOARD OF ACQUISITION & CONTRACT - 04/07/2016 - LISA MARIJAJ, SECRETARY