

**65708**

Date: October 29, 2018

To: Board of Acquisition and Contract

From: John M. Nonna  
County Attorney

Re: Authority for the County to amend an agreement with Bleakley Platt & Schmidt, LLP, pursuant to which it agreed to provide legal services and representation to the County, in an “of counsel” capacity to the County Attorney, as needed, in connection with the civil case of *County of Westchester v. Unity Mechanical Corp., The Netherlands Insurance Company, and Excelsior Insurance Company*, by increasing the not-to-exceed cap by an additional \$100,000.00 from \$100,000.00 to \$200,000.00.

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By resolution approved on February 15, 2018, your Honorable Board authorized the County of Westchester (the “County”) to enter into an agreement with Bleakley Platt & Schmidt, LLP (“Bleakley”), pursuant to which Bleakley would provide legal services and representation to the County, in an “of counsel” capacity to the County Attorney, as needed, in connection with the civil case of *County of Westchester v. Unity Mechanical Corp., The Netherlands Insurance Company, and Excelsior Insurance Company*, (the “Services”) Supreme Court, Westchester County Index No. 59897/16 (the “Case”), for a term commencing on February 9, 2018 and continuing until the conclusion of the Case, for an amount not-to-exceed \$100,000.00, payable pursuant to an approved budget that includes specified hourly rates (the “Agreement”). The Agreement was subsequently executed.

The parties now desire to amend the Agreement for the limited purpose of increasing the not-to-exceed cap by an additional \$100,000.00, from an amount not-to-exceed \$100,000.00 to a new amount not-to-exceed \$200,000.00, in order to have sufficient funding available to compensate Bleakley for Services to be rendered. Accordingly, authority is respectfully requested to amend the Agreement with Bleakley in order to increase the not-to-exceed amount thereunder from \$100,000.00 to \$200,000.00.

Except as specifically amended hereby, all remaining terms and conditions of the Agreement shall remain in full force and effect upon the parties.

It should be noted that the County has previously complied with the County’s Procurement Policy in selecting Bleakley to perform the Services. On February 6, 2018, the County issued a request for qualifications for the Services, in accordance with Section 7 of the County’s

Procurement Policy, soliciting responses from the following three (3) entities that customarily provide such services (the "RFQ"):

1. Bleakley
2. McCarthy Fingar LLP
3. Smith, Buss, & Jacobs, LLP

The County received a response to the RFQ from each of the above-listed entities. I reviewed and evaluated each of the responses and I determined that it is most advantageous to the County to enter into the proposed Agreement with Bleakley.

The proposed Agreement will serve a public purpose by providing the County with access to experienced attorneys to serve as additional resources for the Case, under the County's 6-n Program.

The goal and objective of the proposed Agreement is to provide the County with access to experienced attorneys to serve as additional resources for the Case, under the County's 6-n Program.

The goal and objective of the proposed Agreement 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 the Case, under the County's 6-n Program, can help the County limit its liability and costs concerning to the Case and any related or underlying matter(s).

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

I respectfully recommend the adoption of the attached resolution.

JMN/jpg/nn

**RESOLUTION**

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

**RESOLVED**, that the County of Westchester (the “County”) is hereby authorized to amend an agreement with Bleakley Platt & Schmidt, LLP (“Bleakley”) pursuant to which Bleakley agreed to provide legal services and representation to the County, in an “of counsel” capacity to the County Attorney, as needed, in connection with the civil case of *County of Westchester v. Unity Mechanical Corp., The Netherlands Insurance Company, and Excelsior Insurance Company*, (the “Services”) Supreme Court, Westchester County Index No. 59897/16 (the “Case”), for a term commencing on February 9, 2018 and continuing until the conclusion of the Case, for an amount not-to-exceed \$100,000.00, payable pursuant to an approved budget that includes specified hourly rates (the “Agreement”), by increasing the not-to-exceed amount thereunder by an additional \$100,000.00, from an amount not-to-exceed \$100,000.00 to a new amount not-to-exceed \$200,000.00; and be it further

**RESOLVED**, that except as specifically amended hereby, all remaining terms and conditions set forth in the Agreement shall remain in full force and effect upon the parties; 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	0693-3710	4923		\$100,000.00

Budget Funding Year(s): 2018 Start Date: 02/09/18 End Date: Conclusion of the case  
(must match resolution)

Funding Source Tax Dollars: \_\_\_\_\_  
 State Aid: \_\_\_\_\_  
**\$100,000.00** Federal Aid: \_\_\_\_\_  
 (must match resolution) Other: 6-n