



Office of the County Attorney

74818

February 21, 2020

To: Board of Acquisition and Contract

From: John M. Nonna
County Attorney

Re: Authority to exercise the third and final renewal option under an Agreement with the law firm of Stephen Einstein & Associates, P.C. for the provision of “Of Counsel” legal services to the County Attorney in connection with the recovery of delinquent student accounts at Westchester Community College, by extending the term thereof for the period from June 1, 2020 through May 31, 2021

On September 3, 2013 by Act No. 156-2013 (the “Act”), the Westchester County Board of Legislators authorized the County to employ the law firm of Stephen Einstein & Associates, P.C., New York, New York (the “Firm”) to provide legal collection services to the County of Westchester in an “of counsel” capacity to the County Attorney in connection with the recovery of delinquent student accounts at Westchester Community College. The Act further authorized the County to retain the Firm for the period from June 1, 2013 through May 31, 2018, with an option for the County to renew the Agreement for up to three (3) additional one (1) year periods.

Thereafter, on November 14, 2013, your Honorable Board approved a Resolution which authorized the County to enter into an agreement with the Firm for the purpose of providing “of counsel” legal services to the County Attorney in connection with the recovery of delinquent student accounts at Westchester Community College for a term commencing June 1, 2013 and continuing through May 31, 2018, with an option for the County to renew the Agreement for up to three (3) additional one (1) year periods. The Resolution further authorized the Firm to retain a fee equal to 21% of recovered funds for all categories of primary collections and 22% for secondary collections. Thereafter, on or about December 17, 2013, the parties executed a contract for services (hereinafter the “Agreement”). The Agreement was subsequently executed.

Thereafter, by resolution approved on April 26, 2018, your Honorable Board authorized the County to exercise the first of its three (3) renewal options under the Agreement with the Firm, by extending the term thereof for the period from June 1, 2018 through May 31, 2019 (the "First Amendment"). The First Amendment was subsequently executed.

Thereafter, by resolution approved on April 4, 2019, your Honorable Board authorized the County to exercise the second of its three (3) renewal options under the Agreement with the Firm, by extending the term thereof for the period from June 1, 2019 through May 31, 2020 (the "Second Amendment"). The Second Amendment was subsequently executed.

The County is now desirous of exercising its third and final renewal option under the Agreement to extend the term thereof for one (1) additional year. Accordingly, authority is now requested to extend the Agreement for the period from June 1, 2020 through May 31, 2021. As it did under the original Agreement, the Firm will retain a fee equal to 21% of recovered funds for all categories of primary collections and 22% for secondary collections. All other terms and conditions of the Agreement will remain the same and in full force and effect.

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

JMN/JPI/pg
Attachment

RESOLUTION

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

RESOLVED, that the County of Westchester is hereby authorized to exercise its third and final renewal option under an agreement with the law firm of Stephen Einstein & Associates, P.C., New York, New York (“Einstein”), for the provision of “of counsel” legal services to the County Attorney in connection with the recovery of delinquent student accounts at Westchester Community College, by extending the term thereof for the period from June 1, 2020 through May 31, 2021 (the “Agreement”); and it is further

RESOLVED, that in consideration for the provision of said legal services rendered during the extension term, Einstein shall continue to retain 21% for all categories of primary collections actually recovered and 22% for secondary collections actually recovered. Such fees shall be inclusive of all out-of-pocket costs and expenses, except for the cost of process servers, the services of the sheriff/Marshall and the cost of non-military affidavits; and it is further

RESOLVED, that all other terms and conditions of the Agreement between the County and Stephen Einstein & Associates, P.C. shall remain the same and in full force and effect; and it is 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
	010	0130		4425-03		% of Collections

Budget Funding Year(s) 2020-2021 Start Date 6/1/20 End Date 5/31/21
 (must match resolution)

Funding Source Tax Dollars _____
 State Aid _____
 \$ _____ Federal Aid _____
 (must match resolution) Other Student Tuition % of collections _____