

15973

December 13, 2010

TO: Honorable Board of Acquisition and Contract

FROM: Robert F. Meehan
County Attorney

RE: Resolution authorizing the County of Westchester to enter into an Agreement with the Legal Aid Society of Westchester, Inc. and the Westchester County Bar Association for the period January 1, 2011 to December 31, 2011, for the Provision of Counsel to Indigent Persons, subject to a Sixty Day Cancellation

Article 18-B of the County Law requires each County to establish a plan for providing counsel to certain indigent persons. Such a plan may be established by agreement with a legal aid society and/or bar association. The Legal Aid Society of Westchester County, Inc. and the Westchester County Bar Association have been providing these services for many years pursuant to agreements with the County. The current agreement among the parties expires on December 31, 2010.

Under the terms of the proposed agreement, the County will pay to The Legal Aid Society an amount equal to \$7,653,527, payable monthly in advance upon receipt of appropriate vouchers for their services, for a term commencing January 1, 2011 and ending December 31, 2011. This amount includes funding for both the indigent defense services themselves and for certain related administrative duties.

Accordingly, attached herewith is a resolution which I recommend for adoption authorizing the contract with The Legal Aid Society of Westchester County, Inc., and the Westchester County Bar Association, for the period January 1, 2011 through December 31, 2011, subject to a sixty day cancellation, to provide legal services to persons entitled to counsel pursuant to Article 18-B of the County Law. Under the terms of the agreement, The Legal Aid Society will provide the following services:

1. The Society will furnish trained, qualified personnel and office space to provide persons charged with a felony who are entitled to counsel pursuant to Chapter 878, the following legal services:
 - A. Representation in all Courts located in Westchester County, unless such representation involves a conflict of interest;
 - B. Investigations, expert and other services necessary for an adequate defense of such persons.
2. The Society will oversee a plan for the rotation and coordination of a panel of private assigned counsel (Westchester County Bar Association) to provide representation of clients not serviced by the Society.

Legal Aid will also perform administrative duties associated with the vouchering system while allowing for County oversight of the payment process. Legal Aid has automated this system allowing quicker turnaround times and better monitoring of the assigned counsel program.

This agreement serves a public purpose in that it enables the County to fulfill its lawful obligation of providing counsel to certain indigent persons. The goals and objectives are to ensure that effective counsel is provided in a cost efficient manner. The cost effectiveness of Legal Aid's performance under the agreement is reviewed annually during the budget request process by both the Budget Department and my Office.

Because these services are required by Article 18-B of the County Law, this agreement is exempt from the procurement policy pursuant to Section 3 (a) xi thereof.

RFM/RPC/me
Attachment

APPROVED BOARD OF ACQUISITION CONTRACT 1230010 - JOHANNY VEIRA, SECRETARY

RESOLUTION

Upon a communication from the County Attorney, be it

RESOLVED, that the County of Westchester be and is hereby authorized to enter into an agreement for the provision of legal services (including ancillary administrative services) to persons entitled to counsel pursuant to Article 18-B of the County Law with the Legal Aid Society of Westchester, Inc., and the Westchester County Bar Association, for the period of January 1, 2011 through December 31, 2011, in an amount equal to \$7,653,527, payable monthly in advance upon receipt of appropriate vouchers; and be it further

RESOLVED, that the Agreement may be cancelled by the County or the Legal Aid Society of Westchester, Inc. upon 60 days prior written notice; 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 empowered to execute all documents necessary to effectuate the purposes thereof.

Account to be Charged/credited	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
	101	52	2085	5100		\$7,653,527

Budget Funding Year(s) 2011 Start Date 1/1/11 End Date 12/31/11
 (must match resolution)

Funding Source Tax Dollars 100%
 State Aid _____
\$7,653,527 Federal Aid _____
 (must match resolution) Other _____