

30053

Date: October 24, 2012

To: Board of Acquisition and Contract

From: Robert F. Meehan
County Attorney

Re: Resolution authorizing the County of Westchester to exercise its third and final one-year renewal option under each of its agreements with law firms performing "Of Counsel" Legal Services to the County Attorney pursuant to the County's Self-Insurance Program, and thereby extend the termination date of said agreements from December 31, 2012 to December 31, 2013

Since the County's Casualty Insurance Program with Bayly, Martin & Fay expired in December of 1985, the County has contracted with various law firms to perform legal services in an "Of Counsel" capacity to the County Attorney in conjunction with the County's Self-Insurance Program (*See Chapter 295, Laws of Westchester County*). It is prudent for the County to have access to experienced litigation attorneys and law firms to serve as additional resources in cases involving the potential for significant liability.

By resolution approved by your Honorable Board on December 7, 2009 (the "December 7th Resolution"), the County was authorized to enter into agreements with twenty-one (21) law firms, pursuant to which those firms would perform "Of Counsel" Legal Services to the County Attorney pursuant to the County's Self-Insurance Program, for the period January 1, 2010 through December 31, 2010, with the County retaining an option, subject to appropriations, to extend the agreements for three additional one year periods utilizing the same pricing, terms and conditions, for a total aggregate amount not-to-exceed Two Million Seven Hundred Thousand (\$2,700,000.00) Dollars for the year 2010.

By resolution approved by your Honorable Board on September 2, 2010 (the "September 2nd Resolution"), the County was authorized to enter into agreements with thirteen (13) law firms, pursuant to which those firms would perform "Of Counsel" Legal Services to the County Attorney pursuant to the County's Self-Insurance Program, for the period July 1, 2010 through December 31, 2010, with the County retaining an option, subject to appropriations, to extend the agreements for three one year periods thereafter utilizing the same pricing, terms and conditions, for a total aggregate amount not-to-exceed Two Million Seven Hundred Thousand (\$2,700,000.00) Dollars for the year 2010.

In total, the December 7th Resolution and the September 2nd Resolution authorized the

County to enter into an agreement with each of thirty-four (34) law firms (each a “6N Agreement”), pursuant to which those firms would perform “Of Counsel” Legal Services to the County Attorney pursuant to the County’s Self-Insurance Program, for a total aggregate amount not-to-exceed Two Million Seven Hundred Thousand (\$2,700,000.00) Dollars for the year 2010.

By resolution approved by your Honorable Board on December 22, 2010, the County was authorized to exercise its first one-year renewal option under each 6N Agreement and thereby extend the termination date of each 6N Agreement from December 31, 2010 to December 31, 2011. The total aggregate amount not-to-exceed for the thirty-four (34) authorized amendments was Two Million Seven Hundred Thousand (\$2,700,000.00) Dollars for the year 2011.

By resolution approved by your Honorable Board on April 5, 2012, the County was authorized to exercise its second one-year renewal option under each 6N Agreement and thereby extend the termination date of each 6N Agreement from December 31, 2011 to December 31, 2012. The total aggregate amount not-to-exceed for the thirty-four (34) authorized amendments was Two Million Seven Hundred Thousand (\$2,700,000.00) Dollars for the year 2012.

The County now wishes to exercise its third and final one-year renewal option under each 6N Agreement. Accordingly, authority is hereby requested from your Honorable Board for the County to exercise its third one-year renewal option under each 6N Agreement, as listed below, and thereby extend the termination date for each agreement from December 31, 2012 to December 31, 2013, noting the County will not have any remaining renewal options under each agreement.

1. Epstein Becker & Green, P.C.
2. Jackson Lewis LLP
3. O’Connor, McGuinness, Conte, Dole & Oleson
4. Oxman Tulis Kirkpatrick Whyatt & Geiger, LLP
5. The Law Offices of Vincent R. Rippa
6. Quaranta & Associates
7. Mazur Carp Rubin & Schulman, P.C.
8. Baker Leshko Saline & Blosser LLP
9. Biaggi & Biaggi
10. Milber Makris Plousadis & Seiden LLP
11. Gaines Gruner Ponzini & Novick LLP
12. Friedman Harfenist Kraut & Perlstein LLP
13. Devereaux Baumgarten
14. Catalano Gallardo & Petropoulos LLP
15. Gelardi & Randazzo LLP
16. Havkins Rosenfeld Ritzert & Varriale LLP
17. Pillinger Miller Tarallo LLP
18. Traub Lieberman Straus & Shrewsberry LLP
19. Wilson & Chan LLP
20. Mooney Benjamin & Vasilatos LLC
21. Kent Hazzard Wilson Conroy Verni & Freeman LLP

22. Canter Law Firm P.C.
23. Pannone Lopes Devereaux & West LLC
24. Faga Savino, LLP
25. Harris Beach PLLC
26. Gonzalez Saggio & Harlan LLP (MBE/WBE^[1])
27. Rawle & Henderson LLP
28. Sokoloff Stern, LLP
29. Wilson, Elser, Moskowitz, Edelman & Dicker LLP
30. Bleakley Platt & Schmidt, LLP
31. Lyons McGovern, LLP
32. Kevin O'Rourke Moore
33. Robert A. Peirce & Associates
34. Harriton & Furrer, LLP

Except as specifically amended hereby, all remaining terms and conditions set forth in each 6N Agreement, as amended, 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" and that all costs incurred under these agreements for the year 2013 shall be charged to the County's Self-Insurance Retention Fund, and total costs shall not exceed the stated aggregate maximum of Two Million Seven Hundred Thousand (\$2,700,000.00) Dollars for 2013.

These agreements will serve a public purpose by having outside law firms available to defend the County in lawsuits brought against it. The goals and objectives of these agreements will be to provide outside legal representation to the County in connection with litigation under the County's Self-Insurance Program. The goals and objectives of the agreements are in the best interest of the County in terms of fiscal responsibility because the County Law Department does not have the resources or expertise in-house to handle these types of cases. The goals and objectives of the agreements will be tracked and monitored through regular consultation with the law firms.

Accordingly, your favorable action of the annexed resolution is urged and recommended.

RFM/JMR/bdm/nn

^[1] Gonzalez, Saggio, & Harlan LLP was established in 1989 and is one of the largest minority-owned law firms in the U.S. and has fifteen offices nationwide located in Atlanta, Georgia; Chicago, Illinois; Cincinnati, Ohio; Cleveland, Ohio; Columbus, Ohio; Des Moines, Iowa; Indianapolis, Indiana; Las Vegas, Nevada; Los Angeles, California; Milwaukee, Wisconsin; Nashville, Tennessee; New York, New York; Phoenix, Arizona; Washington D.C., and Wayne, New Jersey. It is registered with the County's Minority- and Women-Owned Business (MWOB) program. The MWOB program's database of registered businesses also notes that the firm is certified with New York State as a minority-owned business.

RESOLUTION

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

RESOLVED, that the County is authorized to exercise its third one-year renewal option under its agreement with each of the law firms listed below (each a "6N Agreement") and thereby extend the termination date of each 6N Agreement from December 31, 2012 to December 31, 2013:

1. Epstein Becker & Green, P.C.
2. Jackson Lewis LLP
3. O'Connor, McGuinness, Conte, Dole & Oleson
4. Oxman Tulis Kirkpatrick Whyatt & Geiger, LLP
5. The Law Offices of Vincent R. Rippa
6. Quaranta & Associates
7. Mazur Carp Rubin & Schulman, P.C.
8. Baker Leshko Saline & Blosser LLP
9. Biaggi & Biaggi
10. Milber Makris Plousadis & Seiden LLP
11. Gaines Gruner Ponzini & Novick LLP
12. Friedman Harfenist Kraut & Perlstein LLP
13. Devcreaux Baumgarten
14. Catalano Gallardo & Petropoulos LLP
15. Gelardi & Randazzo LLP
16. Havkins Rosenfeld Ritzert & Varriale LLP
17. Pillinger Miller Tarallo LLP
18. Traub Lieberman Straus & Shrewsberry LLP
19. Wilson & Chan LLP
20. Mooney Benjamin & Vasilatos LLC
21. Kent Hazzard Wilson Conroy Verni & Freeman LLP
22. Canter Law Firm P.C.
23. Pannone Lopes Devereaux & West LLC
24. Faga Savino, LLP
25. Harris Beach PLLC
26. Gonzalez Saggio & Harlan LLP
27. Rawle & Henderson LLP
28. Sokoloff Stern, LLP
29. Wilson, Elser, Moskowitz, Edelman & Dicker LLP
30. Bleakley Platt & Schmidt, LLP
31. Lyons McGovern, LLP
32. Kevin O'Rourke Moore
33. Robert A. Peirce & Associates
34. Harriton & Furrer, LLP

; and be it further

RESOLVED, that for the year 2013, the aggregate amount to be expended under the renewal term of the foregoing thirty-four (34) listed agreements shall not exceed Two Million Seven Hundred Thousand (\$2,700,000.00) Dollars, and shall be charged against the County's Self-Insurance Retention Fund; and be it further

RESOLVED, that except as specifically amended hereby, all other terms and conditions set forth in each 6N Agreement, as amended, shall remain the same; and be it further

RESOLVED, that each 6N Agreement is subject to County appropriations; and be it further

RESOLVED, that each 6N 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 of the agreements 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 firms, then such firm shall have the right to terminate its agreement 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	0693	4923		\$2,700,000

Budget Funding Year(s): 2013
(must match resolution)

Start Date: 1/1/13

End Date: 12/31/13

Funding Source

Tax Dollars: _____

State Aid: _____

\$ 2,700,000

Federal Aid: _____

(must match resolution) Other: _____

6N

APPROVED BOARD OF ACQUISITION & CONTRACT - 11/21/2012 - JOMARY VIEIRA, SECRETARY