

50764

Date: January 29, 2016

To: Board of Acquisition and Contract

From: Robert F. Meehan
County Attorney

Re: Authority for the County of Westchester to exercise its third and final option under its agreement with the law firm of Duncan, Weinberg, Genzer & Pembroke, P.C. for the provision of all legal services and representation, and related technical, consulting, and expert witness services, that are necessary for administrative proceedings before the New York State Public Service Commission and thereby extend the term of the agreement by one year, to a new termination date of April 22, 2017.

By Act No. 2013-66, the County Board of Legislators authorized the County of Westchester (the "County") to enter into an agreement with Duncan, Weinberg, Genzer & Pembroke, P.C. ("DWGP"), pursuant to which DWGP was to provide all legal services and representation, and related technical, consulting, and expert witness services (the "Related Services"), that are necessary for administrative proceedings before the New York State Public Service Commission ("NYS PSC"), for an amount not-to-exceed \$198,500.00, payable at various hourly rates for different personnel, ranging from \$145.00 per hour to \$360.00 per hour; for a term of one (1) year, with the County having the option to extend the term of the agreement for three (3) one (1) year periods thereafter, utilizing all of the same pricing, terms and conditions; and with DWGP having authority to enter into a subcontract with Snavelly King Majoros & Associates, Inc. ("Snavelly") for such portion of the Related Services as DWGP may find to be necessary and appropriate to properly represent the County in administrative proceedings before the NYS PSC (the "Original Agreement"). By a resolution approved on May 9, 2013, your Honorable Board authorized the County to enter into the Original Agreement. The Original Agreement was subsequently executed and commenced on April 23, 2013.

By Act No. 2013-153, the County Board of Legislators authorized the County to amend the Original Agreement by increasing the authorized not-to-exceed amount by \$328,813.00, from the previously-authorized not-to-exceed amount of \$198,500.00 to a new not-to-exceed amount of \$527,313.00 (the "First Amendment"). By a resolution approved on August 15, 2013, your Honorable Board authorized the County to enter into the First Amendment. The First Amendment was subsequently executed.

By Act No. 2015-46, the County Board of Legislators authorized the County to amend

the Original Agreement, as amended by the First Amendment, by, 1.) exercising its first and second options under the Agreement and thereby extending the term of the Agreement by two (2) years, to a new termination date of April 22, 2016; 2.) increasing the authorized not-to-exceed amount by \$425,000.00, from the previously-authorized not-to-exceed amount of \$527,313.00 to a new not-to-exceed amount of \$952,313.00; and 3.) authorizing DWGP to subcontract with WRA as a replacement for Snavelly (the "Second Amendment"). By a resolution approved on March 26, 2015, your Honorable Board authorized the County to enter into the Second Amendment. The Second Amendment was subsequently executed.

Timothy S. Carey, the Energy Conservation and Sustainability Director of Westchester County, has advised my office that, on January 29, 2016 Consolidated Edison Company of New York, Inc. ("Con Ed") filed for increases in electric and gas rates for New York City ("NYC") and Westchester County customers (the "New Rate Cases").

Mr. Carey has advised my office that the New Rate Cases present the same types of issues that DWGP successfully helped the County deal with previously and that DWGP's expertise is needed in order to best represent the interests of the County before the NYS PSC in these matters.

Accordingly, the County now respectfully requests that your Honorable Board authorize the County to amend the Agreement (the "Third Amendment") by exercising its third and final option under the Agreement and thereby extending the term of the Agreement by one (1) year, to a new termination date of April 22, 2017.

Except as described above, all other terms and conditions of the Agreement will remain the same.

The proposed Third Amendment will serve a public purpose by ensuring that the County continues to have access to the specialized knowledge and expertise necessary to ensure the best possible handling of administrative proceedings before the NYS PSC.

The goal and objective of the proposed Third Amendment is to ensure that the County continues to have access to the specialized knowledge and expertise necessary to ensure the best possible handling of administrative proceedings before the NYS PSC.

The goal and objective of the proposed Third Amendment is in the best interests of the County in terms of fiscal responsibility, as ensuring the best possible handling of administrative proceedings before the NYS PSC is expected to ultimately result in cost savings to the County and its residents, such as in rates paid to Con Ed.

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

I respectfully recommend the adoption of the attached Resolution.

RFM/bdm/nm

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 Duncan, Weinberg, Genzer & Pembroke, P.C. ("DWGP"), pursuant to which DWGP was to provide all legal services and representation, and related technical, consulting, and expert witness services (the "Related Services"), that are necessary for administrative proceedings before the New York State Public Service Commission ("NYS PSC"), for an amount not-to-exceed \$952,313.00, payable at various hourly rates for different personnel, ranging from \$145.00 per hour to \$360.00 per hour; for a term commencing on April 23, 2013 and continuing through April 22, 2016, with the County having the option to extend the term of the agreement for one (1) year period thereafter, utilizing all of the same pricing, terms and conditions; and with DWGP having authority to enter into a subcontract with Whitfield Russell Associates for such portion of the Related Services as DWGP may find to be necessary and appropriate to properly represent the County in administrative proceedings before the NYS PSC (the "Agreement"), by exercising its final option under the Agreement and thereby extending the term of the Agreement by one (1) year, to a new termination date of April 22, 2017; and be it further

RESOLVED, that except as specifically amended hereby, all terms and conditions of the Agreement shall remain the same and in full force and effect; and be it further

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized to execute and deliver any and all documents and to take all action necessary and appropriate to effectuate the purposes hereof.

Original Agreement: \$ 198,500.00
 First Amendment: \$ 328,813.00
 Second Amendment: \$ 425,000.00
 This Amendment: \$ 0.00
Total: \$ 952,313.00

Account to be
 Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
					N/A

Budget Funding Year(s): _____ Start Date: 4/23/16 End Date: 4/22/17
 (must match resolution)

Funding Source Tax Dollars: N/A
 State Aid: _____
\$0.00 Federal Aid: _____
 (must match resolution) Other: _____

APPROVED BOARD OF ACQUISITION & CONTRACTS - 02/25/2016 - LEA MRUJAJ, SECRETARY