

53554

Date: November 23, 2016

To: Board of Acquisition and Contract

From: Daniel D. Angiolillo  
Executive Director, Solid Waste Commission

Re: Authority to amend an agreement with West Publishing Corporation, pursuant to which it was to provide the County with computer-assisted legal and general research services for a three (3) year period from October 1, 2013 through September 30, 2016, for a total amount not-to exceed \$37,800.00.

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By a resolution approved on September 5, 2013, your Honorable Board authorized the County of Westchester (the "County") to enter into a Subscriber Agreement (the "Agreement") with West Publishing Corporation ("West"), pursuant to which West was to provide the County with on-line computer assisted legal and general research services for the Solid Waste Commission, for a three (3) year period from October 1, 2013 through September 30, 2016, for a total amount not-to-exceed \$37,800.00. The Agreement was subsequently executed.

The County has recently learned that, due to West's terms in the Agreement and its handling of the execution of the Agreement, through which a no-cost, first 'bridge' month was provided to the County, the term of the Agreement should, in fact, have been October 1, 2013 through October 31, 2016.

The County has also recently learned that, due to an oversight, the not-to-exceed amount authorized by your Honorable Board in the September 5, 2013 resolution was incorrect, as it did not take into consideration the fact that the Agreement was to include annual three percent (3%) increases in the monthly rate for the services to be provided by West.

Therefore, the County respectfully requests that your Honorable Board authorize the County to amend the Agreement by, 1.) changing the term thereof from October 1, 2013 through September 30, 2016 to October 1, 2013 through October 31, 2016, and 2.) changing the not-to-exceed amount thereof by increasing it by \$1,130.51, from \$37,800.00 to \$38,930.51 (the "First Amendment").

Except as described above, all terms and conditions of the Agreement shall remain in full force and effect.

The proposed First Amendment will serve a public purpose by facilitating the Solid Waste Commission's receipt from West of, and payment to West for, the above-described services for the proper period of time and proper total amount of compensation.

The goal and objective of the proposed First Amendment is to facilitate the Solid Waste Commission's receipt from West of, and payment to West for, the above-described services for the proper period of time and proper total amount of compensation.

The goal and objective of the proposed First Amendment is in the best interests of the County in terms of public health and safety, as it ensures the Solid Waste Commission's receipt from West of, and payment to West for, the above-described services for the proper period of time and proper total amount of compensation.

The goal and objective of the proposed First Amendment will be tracked and monitored by the staff of the Solid Waste Commission.

Authority to exempt the proposed First Amendment from the requirements of the Westchester County Procurement Policy, pursuant to Section 3(a)(xxi) thereof, has been submitted to your Honorable Board in accordance with a separate resolution of even date herewith.

I respectfully recommend the adoption of the attached resolution.

DDA/bdm/nn

APPROVED BOARD OF ACQUISITION & CONTRACT ADMINISTRATION  
12/22/2010  
USA MRSA SECRETARY

**RESOLUTION**

Upon a communication from the Executive Director of the Solid Waste Commission, be it hereby:

**RESOLVED**, that the County of Westchester (the "County") is hereby authorized to amend an agreement with West Publishing Corporation ("West"), pursuant to which West was to provide the County with computer-assisted legal and general research services for a three (3) year period from October 1, 2013 through September 30, 2016, for a total amount not-to exceed \$37,800.00 (the "Agreement"), by, 1.) changing the term thereof from October 1, 2013 through September 30, 2016 to October 1, 2013 through October 31, 2016, and 2.) changing the not-to-exceed amount thereof by increasing it by \$1,130.51, from \$37,800.00 to \$38,930.51; and be it further

**RESOLVED**, that except as specifically amended hereby, all terms and conditions of the Agreement shall remain 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 of this resolution.

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Original Agreement: \$37,800.00  
This Amendment: \$ 1,130.51  
TOTAL: \$38,930.51

Account to be Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
101	41	1000	4380		\$1,130.51

Budget Funding Year(s): 2013-2016  
(must match resolution)

Start Date: 10/1/13 End Date: 10/31/16

Funding Source  
\$1,130.51  
(must match resolution)

Tax Dollars: \_\_\_\_\_  
State Aid: \_\_\_\_\_  
Federal Aid: \_\_\_\_\_  
Other: Haulers' Fees