

59684

Date: November 2, 2017

To: Board of Acquisition and Contract

From: Robert F. Meehan
County Attorney

Re: Authority for the County to enter into an agreement with each of twenty (28) law firms and practitioners, pursuant to which they will provide legal services and representation to the County, in an "of counsel" capacity to the County Attorney, as needed, in connection with civil litigation in which the County is or may become involved pursuant to the County's liability and casualty self-insurance program, for a term January 1, 2018 through December 31, 2018, with the County having the option to extend each agreement for up to three (3) one-year periods thereafter, utilizing the same pricing, terms and conditions, for a total aggregate amount not-to-exceed \$2,700,000.00 for the year 2018 under all such agreements

The County of Westchester's (the "County's") Casualty Insurance Program with Bayly, Martin & Fay expired in December, 1985. Since then, the County has entered into agreements with various law firms and practitioners ("Attorneys"), pursuant to which the Attorneys provide the County with legal services and representation to the County, in an "of counsel" capacity to the County Attorney, as needed, in connection with civil litigation in which the County is or may become involved pursuant to the County's liability and casualty self-insurance program ("6-n Counsel Services"), which was established, under Chapter 295 of the Laws of Westchester County, in accordance with New York State General Municipal Law §6-n (the "County's 6-n Program"). The County has entered into such agreements because it is prudent for the County to have access to experienced Attorneys to serve as additional resources in cases under the County's 6-n Program that involve the potential for significant liability.

The County's most recent agreements with Attorneys for 6-n Counsel Services will expire on December 31, 2017. Accordingly, on September 7, 2017, the County issued a request for proposals ("RFP") for 6-n Counsel Services, pursuant to Section 7 of the County's Procurement Policy and Procedures. The RFP was placed on the County's website for RFPs on September 7, 2017. A notice was published in the New York Law Journal on September 8, 2017, which described the services being solicited by the RFP and that copies of the RFP could be obtained from the County's website for RFPs. In addition, an email was sent to 34 firms which submitted proposals during the last RFP solicitation in 2013. Proposals were due on October 4, 2017.

In response to the RFP, the County received twenty-eight (28) proposals from the following Attorneys:

1. Bank, Sheer, Seymour & Hashmall
2. Catania, Mahon, Milligram & Rider, PLLC
3. Cermele & Wood LLP
4. The Chartwell Law Offices, LLP
5. Law Offices of Karen E. Cigna, Esq.
6. Conway, Farrell, Curtin & Kelly, P.C.
7. Eckert Seamans Cherin & Mellott, LLC
8. Florio Perrucci Steinhardt & Fader, LLC
9. Furman Kornfeld & Brennan LLP
10. Gaines, Novick, Ponzini, Cossu & Venditti, LLP
11. Gordon Rees Scully Mansukhani, LLP
12. Harfenist, Kraut & Perstein, LLP
13. Harris Beach PLLC
14. Harriton & Furrer, LLP
15. Havkins Rosenfeld Ritzert & Varriale, LLP¹
16. Lewis, Brisbois, Bisgaard & Smith LLP
17. Lynch Schwab & Gasparini, PLLC
18. Lyons McGovern, LLP
19. Milber Makris Plousadis & Seiden, LLP
20. Morris Duffy Alonso & Faley²
21. Newman Myers Kreines Gross Harris, P.C.
22. Sokoloff Stern, LLP
23. Torino & Bernstein, P.C.
24. Towne, Ryan & Partners, P.C.
25. Traub Lieberman Straus & Shrewsbury LLP
26. Vigorito, Barker, Porter & Patterson, LLP
27. West Group Law, PLLC
28. Wilson, Elser, Moskowitz, Edelman & Dicker LLP

I have reviewed and evaluated all of the proposals and I have determined that all of the proposals are equally advantageous to the County, and that it is most advantageous for the County to have authority to enter into an agreement with each of these twenty-eight (28) Attorneys.

Accordingly, the County respectfully requests that your Honorable Board authorize the County to enter into an agreement with each of the above-listed Attorneys (each an "Agreement"; collectively, the "Agreements"), pursuant to which each of the Attorneys will provide 6-n Counsel Services, for a term January 1, 2018 through December 31, 2018, with the

¹ Havkins Rosenfeld Ritzert & Varriale, LLP noted that it is a women-owned and controlled business enterprise.

² Morris Duffy Alonso & Faley noted that it is a minority- and women-owned and controlled business enterprise.

County having the option to extend each Agreement for up to three (3) one-year periods thereafter, utilizing the same pricing, terms and conditions, for a total aggregate amount not-to-exceed \$2,700,000.00 for the year 2018 under the Agreements.

The rates to be charged by the Attorneys under the Agreements will vary based upon the experience of the person providing services to the County. The hourly rates will range from one hundred and thirty-five dollars (\$135.00) to three hundred and seventy-five dollars (\$375.00) for attorney services and from fifty-five dollars (\$55.00) to two hundred and thirty-five dollars (\$235.00) for paralegal services.

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". Accordingly, all costs incurred under the Agreements for the year 2018 will be charged to the County's Liability and Casualty Reserve Fund.

The proposed Agreements will serve a public purpose by providing the County with access to experienced Attorneys to serve as additional resources in cases under the County's 6-n Program that involve the potential for significant liability.

The goal and objective of the proposed Agreements is to provide the County with access to experienced Attorneys to serve as additional resources in cases under the County's 6-n Program that involve the potential for significant liability.

The goal and objective of the proposed Agreements is in the best interests of the County in terms of fiscal responsibility, as the County having access to experienced Attorneys who can serve as additional resources in cases under the County's 6-n Program that involve the potential for significant liability can help the County avoid or limit such liability.

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

I respectfully recommend the adoption of the attached Resolution.

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RESOLUTION

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

RESOLVED, that the County of Westchester (the “County”) is authorized to enter into an agreement with each of the law firms and practitioners (“Attorneys”) listed below, pursuant to which the Attorneys will provide legal services and representation to the County, in an “of counsel” capacity to the County Attorney, as needed, in connection with civil litigation in which the County is or may become involved pursuant to the County’s liability and casualty self-insurance program, for a term January 1, 2018 through December 31, 2018, with the County having the option to extend each agreement for up to three (3) one-year periods thereafter, utilizing the same pricing:

1. Bank, Sheer, Seymour & Hashmall
2. Catania, Mahon, Milligram & Rider, PLLC
3. Cermele & Wood LLP
4. The Chartwell Law Offices, LLP
5. Law Offices of Karen E. Cigna, Esq.
6. Conway, Farrell, Curtin & Kelly, P.C.
7. Eckert Seamans Cherin & Mellott, LLC
8. Florio Perrucci Steinhardt & Fader, LLC
9. Furman Kornfeld & Brennan LLP
10. Gaines, Novick, Ponzini, Cossu & Venditti, LLP
11. Gordon Rees Scully Mansukhani, LLP
12. Harfenist, Kraut & Perlstein, LLP
13. Harris Beach PLLC
14. Harriton & Furrer, LLP
15. Havkins Rosenfeld Ritzert & Varriale, LLP³
16. Lewis, Brisbois, Bisgaard & Smith LLP
17. Lynch Schwab & Gasparini, PLLC
18. Lyons McGovern, LLP
19. Milber Makris Plousadis & Seiden, LLP
20. Morris Duffy Alonso & Faley⁴
21. Newman Myers Kreines Gross Harris, P.C.
22. Sokoloff Stern, LLP
23. Torino & Bernstein, P.C.
24. Towne, Ryan & Partners, P.C.
25. Traub Lieberman Straus & Shrewsbury LLP
26. Vigorito, Barker, Porter & Patterson, LLP
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(each an “Agreement; collectively, the “Agreements”); and be it further

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RESOLVED, that the total aggregate amount for the Agreements shall not-to-exceed \$2,700,000.00 for the year 2018, and the costs incurred under the Agreements shall be charged against the County's Liability and Casualty Reserve Fund; and be it further

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

RESOLVED, that each 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 Agreement 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 Attorneys, then such Attorney(s) shall have the right to terminate its/(their) agreement(s) 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	0694	4923		\$2,700,000

Budget Funding Year(s): 2018
(must match resolution)

Start Date: 1/1/18

End Date: 12/31/18

Funding Source

Tax Dollars: _____

State Aid: _____

\$ 2,700,000

Federal Aid: _____

(must match resolution) Other: _____

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