

Office of the County Attorney

73224

December 10, 2019

To: The Honorable Board of Acquisition and Contract

From: John M. Nonna  
County Attorney

Re: Authority for the County of Westchester (the "County") to enter into a three-party agreement with the consulting firm of Goldin Associates, LLC ("Goldin") and the law firm of Paul, Weiss, Rifkind, Wharton & Garrison LLP ("Paul, Weiss") pursuant to which Goldin will provide consulting services to the County and Paul Weiss in connection with the bankruptcy matter *In re Standard Amusements LLC, No. 19-bk-23061 (Bankr. S.D.N.Y.)*

Authority is requested for the County to enter into a three-party agreement with Goldin and Paul, Weiss (the "Agreement"), pursuant to which Goldin will provide financial advisory services and litigation support, including expert witness services in connection with the bankruptcy matter *In re Standard Amusements LLC, No. 19-bk-23061 (Bankr. S.D.N.Y.)*. The term of the Agreement will commence on December 9, 2019 and will continue until 60 days following the last invoice issued or until terminated by any party on ten days' notice for any reason.

In consideration for services rendered, the County will pay Goldin an amount not to exceed Three Hundred and Fifty Thousand (\$350,000.00) Dollars, based upon the following hourly rates which shall remain in effect for the duration of the Agreement:

Managing Directors	\$800 - \$1,050
Directors	\$600 - \$800
Vice Presidents/Consultants	\$500 - \$600
Associates/Analysts	\$250 - \$500

The County will further agree to reimburse Goldin for any reasonable out-of-pocket legal, investigation and preparation expenses or other reasonable expenses as incurred in connection with investigating or defending against any loss, claim, damage or liability, or responding to any governmental or quasi-governmental inquiry, investigation or review, or any

action, proceeding or investigation in respect thereof, with such reimbursement to be made as expenses are incurred.

This Agreement will serve a public purpose by providing expert testimony and assisting Paul Weiss in connection with its representation of the County in the above referenced bankruptcy matter.

This Agreement is exempt from the Westchester County Procurement Policy and Procedures pursuant to Section 3(a)vii thereof which exempts “contracts for the services of expert witnesses for use in, or in anticipation of, an adjudicatory proceeding or litigation.”

Accordingly, your Honorable Board’s approval of the attached Resolution is most respectfully recommended.

JMN/jpg  
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 12/19/2018 JAMA MARIJAL SECRETARY

## RESOLUTION

Upon a communication from the County Attorney, be it hereby

**RESOLVED**, that the County of Westchester ("County") is authorized to enter into a three-party agreement with Goldin Associates, LLC ("Goldin") and the law firm of Paul, Weiss, Rifkind, Wharton & Garrison LLP ("Paul Weiss"), pursuant to which Goldin will provide financial advisory services and litigation support, including expert witness services, in connection with the bankruptcy matter *In re Standard Amusements LLC, No. 19-bk-23061 (Bankr. S.D.N.Y.)* for a term commencing on December 9, 2019 and continuing until 60 days following the last invoice issued or until terminated by any party on ten days' notice for any reason; and be it further

**RESOLVED**, that in consideration for services rendered, the County will pay Goldin an amount not to exceed Three Hundred and Fifty Thousand (\$350,000.00) Dollars, based upon the following hourly rates which shall remain in effect for the duration of the Agreement:

Managing Directors	\$800 - \$1,050
Directors	\$600 - \$800
Vice Presidents/Consultants	\$500 - \$600
Associates/Analysts	\$250 - \$500

; and be it further

**RESOLVED**, that the County will further agree to reimburse Goldin for any reasonable out-of-pocket legal, investigation and preparation expenses or other reasonable expenses as incurred in connection with investigating or defending against any loss, claim, damage or liability, or responding to any governmental or quasi-governmental inquiry, investigation or review, or any action, proceeding or investigation in respect thereof, with such reimbursement to be made as expenses are incurred.

**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 budget of the State of New York and/or the adoption of the State Budget or any amendments thereto, and after the County has a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of 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 such 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 hereby authorized to execute any and all instruments and take all actions necessary to accomplish the purpose hereof.

Account to be Charged/Credited

Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
101	18	1000	4923		\$350,000

Budget Funding Year(s) 2019-2021 Start Date: 12/9/19 End Date: 60 days following last invoice  
 (must match resolution)

Funding Source: Tax Dollars \$350,000  
 State Aid \_\_\_\_\_  
\$350,000 Federal Aid \_\_\_\_\_  
 Other \_\_\_\_\_

APPROVED BOARD OF ACQUISITION & CONTRACT - 12/19/2019 - LISA MRIJAJ, SECRETARY