

82254

DATE: January 25, 2021

TO: Board of Acquisition and Contract

FROM: John M. Nonna
County Attorney

SUBJECT: Authority for the County of Westchester to enter into an agreement with the law firm of Tulis & Geiger LLP to serve in an “of counsel” capacity to the County Attorney, as needed, in connection with ACME Bus Corp. v. Westchester County Department of Health, No. 8-20-08208-reg (E.D.N.Y.).

Authority is respectfully requested for the County of Westchester (the “County”) to enter into an agreement (the “Agreement”) to retain, at County expense, the law firm of Tulis & Geiger LLP (“T&G”), pursuant to which T&G will serve in an “of counsel” capacity to the County Attorney, as needed, in connection with ACME Bus Corp. v. Westchester County Department of Health, No. 8-20-08208-reg (E.D.N.Y.) (the “Case”), for a term commencing on January 11, 2021 and continuing until the County no longer has an interest in the Case, as the County may determine in its sole discretion, or the County otherwise terminates the Agreement, for a total amount not to exceed Thirty Thousand Dollars (\$30,000.00), payable at a rate of Three Hundred and Fifty Dollars (\$350.00) per hour for the services of Mark S. Tulis, Esq. and a rate of Two Hundred and Seventy-Five Dollars (\$275.00) per hour for the services of associates of T&G.

The proposed Agreement will serve a public purpose by providing the County with the specialized knowledge and expertise necessary to ensure the County’s proper handling of the Case.

The goal and objective of the proposed Agreement is to provide the County with the specialized knowledge and expertise necessary to ensure the County’s proper handling of the Case.

The goal and objective of the proposed Agreement is in the best interests of the County in terms of fiscal responsibility, as ensuring the County’s proper handling of the Case is expected to ultimately protect the financial interests of the County.

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

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

An act that would authorize the County to enter into the proposed Agreement is currently pending before the Board of Legislation. Therefore, authority granted by your Honorable Board to enter into the proposed Agreement would be contingent upon the Board of Legislators and the County Executive approving the pending act.

I respectfully recommend the adoption of the attached resolution.

JMN/bdm/nm

APPROVED BOARD OF ACQUISITION & CONTRACT - 01/28/2021 - LISI/NEPAJ, SECRETARY

RESOLUTION

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

RESOLVED, that the County of Westchester (the "County") is hereby authorized to enter into an agreement (the "Agreement") to retain, at County expense, the law firm of Tulis & Geiger LLP ("T&G") to serve in an "of counsel" capacity to the County Attorney, as needed, in connection with ACME Bus Corp. v. Westchester County Department of Health, No. 8-20-08208-reg (E.D.N.Y.) (the "Case"), for a term commencing on January 11, 2021 and continuing until the County no longer has an interest in the Case, as the County may determine in its sole discretion, or the County otherwise terminates the Agreement, for a total amount not to exceed Thirty Thousand Dollars (\$30,000.00), payable at a rate of Three Hundred and Fifty Dollars (\$350.00) per hour for the services of Mark S. Tulis, Esq. and a rate of Two Hundred and Seventy-Five Dollars (\$275.00) per hour for the services of associates of T&G; provided, that this authority to enter into the Agreement is contingent upon the Board of Legislators and the County Executive approving an act to authorize the County to enter into the Agreement; and be it further

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 State Budget and/or the adoption of a 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 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 the 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 and deliver any and all documents and to take all action necessary and appropriate to effectuate the purposes hereof.

Account to be
Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
101	18	1000		4923	\$30,000.00

Budget Funding Year(s): 2021 Start Date: 01/11/21 End Date: When the County no longer has an interest in the Case, as the County may determine in its sole discretion; or the County otherwise terminates the Agreement.

Funding Source Tax Dollars: \$30,000.00
 State Aid: _____
\$30,000.00 Federal Aid: _____
 (must match resolution) Other: _____

APPROVED BOARD OF ACQUISITION & CONTRACT - 01/28/2021 - LISA MARIJA SECRETARY