

**ID 85428**

Date: June 1, 2021

To: Board of Acquisition and Contract

From: Peri A. Kadanoff, Esq.  
Executive Director, Solid Waste Commission

Re: Authority to enter into two (2) agreements with West Publishing Corporation, pursuant to which it will provide the County with five (5) user licenses for its "CLEAR for Government Fraud" product, as follows:

- An agreement for a term commencing on March 1, 2020 and continuing until the date on which West Publishing Corporation processes the executed three-year agreement described below; and
- An agreement for a term commencing on the date on which West Publishing Corporation processes the executed agreement and continuing for three (3) years thereafter.

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Authority is respectfully requested from your Honorable Board for the County of Westchester (the "County"), acting on behalf of its Solid Waste Commission, to enter into two (2) agreements (collectively, the "Agreements") with West Publishing Corporation ("West"), pursuant to which West will provide the County with five (5) user licenses for West's "CLEAR for Government Fraud" product ("CLEAR"), as follows:

- An agreement (the "Gap Agreement") for a term commencing on March 1, 2020 and continuing until the date on which West processes the executed Three-Year Agreement (as defined below). Under the Gap Agreement, the County will pay West at a rate of \$644.65 per month for CLEAR, which shall be pro-rated, on a daily basis, for any partial month of CLEAR.
- An agreement (the "Three-Year Agreement") for a term commencing on the date on which West processes the executed Three-Year Agreement and continuing for three (3) years thereafter. Under the Three-Year Agreement, the County will pay West a total amount not-to-exceed \$23,910.60, consisting of an amount not-to-exceed \$7,735.80 for the first year of the term of the Three-Year Agreement, an amount not-to-exceed \$7,967.88 for the second year of the term of the Three-Year Agreement, and an amount not-to-exceed \$8,206.92 for the third year of the term of the Three-Year Agreement, all payable monthly at rates specified in the Three-Year Agreement.

The County's previous contract with West that included CLEAR for the Solid Waste Commission expired on February 29, 2020 (the "Previous Agreement"). Work on the Three-Year Agreement has been on-going, but was not completed in time for its term to commence on March 1, 2020. Therefore, West informed the County that it will have a separate, stand-alone agreement—the Gap Agreement—to cover the 'gap' period between the end of the Previous Agreement and the start of the Three-Year Agreement.

The proposed Agreements will serve a public purpose by facilitating the Solid Waste Commission's performance of background checks on both its current licensees and new applicants.

The goal and objective of the proposed Agreements is to facilitate the Solid Waste Commission's performance of background checks on both its current licensees and new applicants.

The goal and objective of the proposed Agreements is in the best interests of the County in terms of public health and safety, as it ensures that both the Solid Waste Commission's current licensees and its new applicants can be investigated via a background check, which will allow an informed determination to be made about whether such entities possess the character, honesty, and integrity necessary to operate within Westchester County.

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

Authority to exempt the proposed Agreements 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

### **RESOLUTION**

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

**RESOLVED**, that the County of Westchester (the "County"), acting on behalf of its Solid Waste Commission, is hereby authorized to enter into two (2) agreements (collectively, the "Agreements") with West Publishing Corporation ("West"), pursuant to which West will provide the County with five (5) user licenses for West's "CLEAR for Government Fraud" product ("CLEAR"), as follows:

- An agreement (the "Gap Agreement") for a term commencing on March 1, 2020 and continuing until the date on which West processes the executed Three-Year Agreement (as defined below). Under the Gap Agreement, the County will pay

West at a rate of \$644.65 per month for CLEAR, which shall be pro-rated, on a daily basis, for any partial month of CLEAR.

- An agreement (the “Three-Year Agreement”) for a term commencing on the date on which West processes the executed Three-Year Agreement and continuing for three (3) years thereafter. Under the Three-Year Agreement, the County will pay West a total amount not-to-exceed \$23,910.6, consisting of an amount not-to-exceed \$7,735.80 for the first year of the term of the Three-Year Agreement, an amount not-to-exceed \$7,967.88 for the second year of the term of the Three-Year Agreement, and an amount not-to-exceed \$8,206.92 for the third year of the term of the Three-Year Agreement, all payable monthly at rates specified in the Three-Year Agreement.

; and be it further

**RESOLVED**, that the Agreements are subject to County appropriations; and be it further

**RESOLVED**, that the Agreements are 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 one or both of the Agreements or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor under one or both of the Agreements, then the Contractor shall have the right to terminate such 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 execute and deliver any and all documents and to take all action necessary and appropriate to effectuate the purposes of this resolution.

Account to be  
Charged/Credited

	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
	101	41	1000	4380		\$23,910.60

(Gap) Budget Funding Year(s): 2020      Start Date: 03/1/20      End Date: Upon West Processing 3-Year Agreement

(3-yr) Budget Funding Year(s): 2020-23 Start Date: Upon West End Date: 3 years after commencing Processing Agmt.  
(must match resolution)

Funding Source	Tax Dollars:	_____
<u>\$23,910.60</u>	State Aid:	_____
(must match resolution)	Federal Aid:	_____
	Other:	<u>Haulers' Fees</u>

APPROVED BOARD OF ACQUISITION & CONTRACT - 06/17/2021 - LISA MRIJAJ, SECRETARY