



George Latimer
County Executive

Office of the County Attorney

John M. Nonna
County Attorney

July 28, 2022

Westchester County Board of Legislators
County of Westchester
800 Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Dear Honorable Members of the Board:

Attached for your consideration is an Act which, if approved by your Honorable Board, would authorize the County of Westchester (the "County") to retain, at County expense, the law firm of Sheppard, Mullin, Richter & Hampton LLP ("Sheppard Mullin" or the "Firm") to provide outside counsel legal services to the County in connection with the civil matter entitled *Sherwani Contracting Inc. v. County of Westchester*, Index No. 61222/2022, for a term commencing retroactive to July 25, 2022 and continuing until a final disposition and/or order of the case or until the County determines, in its sole discretion, to terminate the agreement with Sheppard Mullin.

By way of background, the County has been named as a respondent/defendant in the civil matter, *Sherwani Contracting Inc. v. County of Westchester*. Sherwani Contracting Inc., ("Sherwani") as Petitioner/Plaintiff, asserts two causes of action against the County. Sherwani's first cause of action is pursuant to Article 78 of the New York Civil Practice Law and Rules, and alleges that the County wrongfully terminated a public works construction contract with it, titled "Renovations and Improvements – 2906 Old Yorktown Road, Yorktown Heights, New York, Contract No. 17-510". Sherwani's second cause of action alleges under the principles of common law that the County breached said contract. Sherwani seeks damages in both its first and second causes of action, of a sum of not less than \$1,000,000.00, and other damages to be established at a trial..

Due to the complex and specialty nature of construction law litigation, and the evaluation and analysis of damages related to such claims, it is in the best interests of the County to retain counsel qualified to handle such litigation. Sheppard Mullin is a firm that specializes in this type of litigation. Moreover, its lead attorney, Ira M. Schulman, Esq. is a nationally-recognized construction law attorney with over 37 years of experience in the field and has represented the County successfully in the past on similar matters. The Firm will be retained

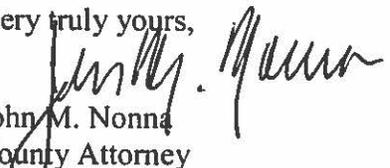
to, *inter alia*, defend the County against claims commenced against it, and, if necessary, prosecute appropriate counterclaims and/or cross claims and/or implead third parties.

For the services rendered to the County by Sheppard Mullin, the Firm will be paid at the agreed upon rates as follows: \$550.00 per hour for the services of Ira M. Schulman, Esq.; \$450.00 per hour for Sophia Cahill, Esq.; \$350.00 per hour for Michelle Cooper, Esq., and \$150.00 per hour for paralegal services; or personnel within Sheppard Mullin with comparable experience and ability as those mentioned at the same rate of pay. In no event shall the total amount payable to the Firm under the retainer exceed the sum of One Hundred Thousand Dollars (\$100,000.00).

The Planning Department has advised that the proposed retainer agreement does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

Accordingly, your Honorable Board's approval of the attached Act is most respectfully requested.

Very truly yours,


John M. Nonna
County Attorney

JMN/jpg
Attachments

**HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER**

Your Committee is in receipt of a proposed Act transmitted by the County Attorney which, if adopted, would authorize the County of Westchester (the “County”) to retain, at County expense, the law firm of Sheppard, Mullin, Richter & Hampton LLP (“Sheppard Mullin” or the “Firm”) to provide outside counsel legal services in connection with the civil matter entitled *Sherwani Contracting Inc. v. County of Westchester*, Index No. 61222/2022, for a term commencing retroactive to July 25, 2022 and continuing until a final disposition and/or order of the case or until the County determines, in its sole discretion, to terminate the agreement with Sheppard Mullin.

The County Attorney has advised your Committee that the County has been named as a respondent/defendant in the civil matter, *Sherwani Contracting Inc. v. County of Westchester*. Sherwani Contracting Inc., (“Sherwani”) as Petitioner/Plaintiff, asserts two causes of action against the County. Sherwani’s first cause of action is pursuant to Article 78 of the New York Civil Practice Law and Rules, and alleges that the County wrongfully terminated a public works construction contract with it, titled “Renovations and Improvements – 2906 Old Yorktown Road, Yorktown Heights, New York, Contract No. 17-510”. Sherwani’s second cause of action alleges under the principles of common law that the County breached said contract. Sherwani seeks damages in both its first and second causes of action, of a sum of not less than \$1,000,000.00, and other damages to be established at a trial.

The County Attorney has further advised your Committee that due to the complex and specialty nature of construction law litigation, and the evaluation and analysis of damages related to such claims, it is in the best interests of the County to retain counsel qualified to handle such litigation. Sheppard Mullin is a firm that specializes in this type of litigation. Moreover, its lead attorney, Ira M. Schulman, Esq. is a nationally-recognized construction law attorney with over 37 years of experience in the field and has represented the County successfully in the past on similar matters. The Firm will be retained to, *inter alia*, defend the County against claims commenced against it, and, if necessary, prosecute appropriate counterclaims and/or cross claims and/or implead third parties.

For the services rendered to the County by Sheppard Mullin, the Firm will be paid at the agreed upon rates as follows: \$550.00 per hour for the services of Ira M. Schulman, Esq.; \$450.00 per hour for Sophia Cahill, Esq.; \$350.00 per hour for Michelle Cooper, Esq., and \$150.00 per hour for paralegal services; or personnel within Sheppard Mullin with comparable experience and ability as those mentioned at the same rate of pay. In no event shall the total amount payable to the Firm under the retainer exceed the sum of One Hundred Thousand Dollars (\$100,000.00).

The Planning Department has advised that the proposed retainer agreement does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

An affirmative vote of a majority of the voting strength of the Board is required for approval of the attached Act.

Your Committee recommends approval of the attached Act.

Dated: _____, 2022
White Plains, New York

FISCAL IMPACT STATEMENT

SUBJECT: Sheppard, Mullin / Sherwani NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense TBD (NTE \$100,000)

Total Current Year Revenue \$ -

Source of Funds (check one): Current Appropriations Transfer of Existing Appropriations
 Additional Appropriations Other (explain)

Identify Accounts: 101-18-1000-4923

\$100K NTE contract payable at various hourly rates, commencing 7/25/2022- ending when concluded.

Potential Related Operating Budget Expenses: Annual Amount TBD

Describe: An Act authorizing the County to retain, at County expense, the law firm of Sheppard, Mullin, Richter & Hampton LLP to provide outside counsel legal services in connection with the civil matter entitled Sherwani Contracting Inc. v. County of Westchester

Potential Related Operating Budget Revenues: Annual Amount \$0

Describe: _____

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: \$0

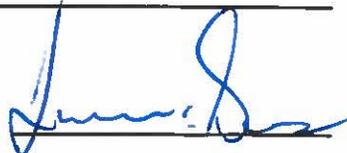
Next Four Years: \$0

Prepared by: Dianne Vanadia

Title: Sr. Budget Analyst

Department: Budget

Date: July 28, 2022

Reviewed By: 

Budget Director

Date: 7/28/22

ACT NO. 2022 - _____

AN ACT authorizing the County of Westchester to retain, at County expense, the law firm of Sheppard, Mullin, Richter & Hampton LLP, for the provision of outside counsel legal services in connection with the civil matter *Sherwani Contracting Inc. v. County of Westchester*.

BE IT ENACTED by the County Board of Legislators of the County of Westchester as follows:

Section 1. The County of Westchester (the “County”) is hereby authorized to retain, at County expense, the law firm of Sheppard, Mullin, Richter & Hampton LLP (“Sheppard Mullin” or the “Firm”) for the provision of outside counsel legal services in connection with the civil matter entitled *Sherwani Contracting Inc. v. County of Westchester*, Index No. 61222/2022, for a term commencing retroactive to July 25, 2022 and continuing until a final disposition and/or order of the case or until the County determines, in its sole discretion, to terminate the agreement with Sheppard Mullin.

§2. The Firm shall be retained to, *inter alia*, defend the County against claims commenced against it, and, if necessary, prosecute appropriate counterclaims and/or cross claims and/or implead third parties.

§3. For the aforesaid services rendered to the County by Sheppard Mullin, the County is authorized to pay the Firm at the following rates: \$550.00 per hour for the services of Ira M. Schulman, Esq.; \$450.00 per hour for Sophia Cahill, Esq.; \$350.00 per hour for Michelle Cooper, Esq., and \$150.00 per hour for paralegal services; or personnel within Sheppard Mullin with comparable experience and ability as those mentioned at the same rate of pay. In no event shall the total amount payable by the County to the Firm exceed the sum of One Hundred Thousand Dollars (\$100,000.00).

§4. This Act shall take effect immediately.