

Warren County  
SUPPORT SERVICES COMMITTEE  
(INSURANCE)

May 26, 2011 10:15am

Information Submitted By: Amy Clute, Insurance Administrator

- I. Committee meeting called to order by Chariman.
  
- II. Motion to approve minutes of prior committee meeting.
  
- III. Action agenda – matters requests Resolutions of the Board and / or committee approval.
  1. Legal Representation of Warren County Self-Insurance Plan in Connection with Workers' Compensation Cases proposal results.  
We received one proposal to the RFP. The proposal received is from the incumbent vendor, Lemire Johnson, LLC, which I am very satisfied with. The incumbent vendor has been our Counsel for many years with the last 6 years under contract as a result of the 2005 RFP (R272 of 2005). A Resolution is Requested to accept the proposal for the time period of July 25, 2011 to July 25, 2017 (subject to renewal on July 25, 2013 and July 25, 2015) at the rates on the attached Schedule A. A comparison of the rates from 2004 and current 2011 rates are attached on Page 13 of this packet.

## **RESOLUTION REQUEST FORM NO. 3**

### ***Request for New Contract***

**DEPARTMENT NAME: Self - Insurance**

**DATE: 4/29/11**

- (a) Is this a Result of a Bid or Request for Proposal? RFP WC 23-11
  
- (b) Purpose of Contract: Legal Representation of the Warren County Self-Insurance Plan in connection with Workers' Compensation Cases
  
- (c) Name of Contractor: Lemrie Johnson LLC
  
- (d) Address of Contractor: 2534 Rt 9, PO Box 2485, Malta NY 12020
  
- (e) Contractor's Contact Person and Telephone Number: 518-899-5700
  
- (f) Has or will the Contract be provided, if so, please attach:
  
- (g) Commencement Date of Contract: July 25, 2011
  
- (h) Termination Date of Contract: July 25, 2017 (subject to renewal on July 25, 2013 and July 25, 2015)
  
- (i) Payment Provisions:
  - i) lump sum amount
  - ii) hourly rate amount  
(SEE ATTACHED "Schedule A")
  - iii) total amount not to exceed
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. As billed.
  
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: OR Capital Project OR Capital Reserve Project Number, Title, and Amount: S1710.440 Legal Fees

**Sample: A.1010 470 Legislative Board – Contract \$xx.xx**

# LEMIRE JOHNSON, LLC

Attorneys at Law

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2534 Route 9, P.O. Box 2485, Malta, NY 12020  
518.899.5700 ~ 518.793.9005  
Fax 518.899.5487

April 25, 2011

Warren County Self-Insurance Plan  
Warren County Municipal Center  
1340 State Route 9  
Lake George, NY 12845-3484

Re: **RFP – WC 23-11 – Request for Proposals for Legal Representation of  
Warren County Self-Insurance Plan in Connection  
With Workers' Compensation Cases**

Dear Ladies/Gentlemen:

Please accept the following Proposal for the provision of legal services for the Warren County Self-Insurance Plan in connection with Workers' Compensation claims.

LEMIRE JOHNSON, LLC offers a combination of quality legal services often associated with larger practices and personal attention to client matters found in smaller boutique firms. Our litigation practice concentrates on representing employers, municipalities, managers and individuals in Workers' Compensation Claims, Employment Matters, Civil Rights Cases, and Municipal Litigation. For our complete firm resume please visit us at [www.lemirejohnsonlaw.com](http://www.lemirejohnsonlaw.com).

Our firm is uniquely qualified to provide superior legal services by having one seasoned attorney responsible for all phases of legal representation required by the Plan. This is achieved through early attorney intervention; assistance with formulation of defense strategy and claim's handling; and familiarity of counsel with the claim as the case progresses through the system. Unlike other firms who assign a different attorney to handle a Worker's Compensation claim at each hearing, we offer continuity of defense counsel on the file throughout the adjudicatory and appeal process.

## Principal Attorney

The legal services set forth in Section III of the RFP will be principally provided by Christopher R. Lemire - one of the founding partners at LEMIRE JOHNSON, LLC and the current Chairman of the Workers' Compensation Law Division of the New York State Bar Association. Over the last eighteen (18) years Mr. Lemire's practice has focused on defending Workers' Compensation claims for large insurance companies (C.N.A., Travelers); self-insured employers (ExxonMobil, Hannaford); as well as self-insured municipalities (Warren County, Rensselaer County). Mr. Lemire is experienced in all phases of the Workers' Compensation process - developing and implementing claim defense strategy; handling claims throughout the hearing and trial process; negotiating and drafting Section 32 Settlements; drafting and arguing administrative appeals and perfecting appeals to the Appellate Division, Third Department and the New York State Court of Appeals.

Mr. Lemire has been the attorney primarily responsible for representing the Plan for the past eleven (11) years – presently through LEMIRE JOHNSON, LLC, and before that as a partner in his prior firms. As such, no conflict of interest exists.

If Mr. Lemire is unavailable to personally represent Warren County on a particular date, services will be provided by LEMIRE JOHNSON, LLC Associate Attorney, Danielle Barone, Esq. Ms. Barone has been associated with the firm handling Workers' Compensation and Employment matters since 2009. Prior to joining LEMIRE JOHNSON, LLC Ms. Barone served as an Assistant District Attorney in Rensselaer and Columbia Counties.

Quality Services

Currently, LEMIRE JOHNSON, LLC utilizes the following procedures to guarantee timely, effective and efficient legal representation:

- A. *Email communications with Plan Administrator to aid in the development and implementation of claim's handling and the appropriate defense strategy;*
- B. *Return of file to Plan Administrator usually the same day as hearing; but no later than three (3) days after hearing;*
- C. *Preparation and return of report with hearing results to Plan Administrator within three (3) days of hearing;*
- D. *Open lines of communication with Plan Administrator for assistance, advice and counsel regarding any and all matters;*
- E. *Office conferences with Plan Administrator to review claims/issues as they arise and develop strategy for resolution.*

Exceptional Value

In recognition of our established relationship with the Plan and its members, LEMIRE JOHNSON, LLC is pleased to offer Warren County a Preferred Client Courtesy during the initial two (2) year contract period.

Standard per Hearing Fee .....	\$115.00
<u>Preferred Client Courtesy .....</u>	<u>(-) \$ 5.00</u>
Warren County Plan Hearing Rate .....	\$110.00

In year three (3) LEMIRE JOHNSON, LLC will offer services at \$115.00 per hearing. This rate will remain FIXED through year six (6) – with no additional increase to the Plan.<sup>1</sup>

<sup>1</sup> The mileage reimbursement may fluctuate depending upon changes in the mileage reimbursement rate. Please note the mileage reimbursement is prorated between all self-insured/carrier's files handled that day.

Additionally, unlike most firms we do not charge a "Return of File Fee". Rather, as a professional courtesy the files are hand delivered and conferenced with the Plan Administrator - AT NO ADDITIONAL COST.

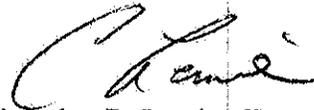
Enclosed please find our completed Schedule "A", which encompasses all anticipated fees; our duly executed Certification; and the signed Corporate Resolution.

We look forward to continuing to provide the Warren County Self-Insurance Plan and its members with quality legal representation and personal attention in the years to come. If any further information or documentation is necessary please do not hesitate to contact the undersigned.

Thank you for your time and consideration.

Very truly yours,

LEMIRE JOHNSON, LLC



Christopher R. Lemire, Esq.  
[crl@lemirejohnsonlaw.com](mailto:crl@lemirejohnsonlaw.com)

CRL: dml  
Encl.

### SCHEDULE "A"

- A. The table below must be completed and returned with the proposal. This table shall outline the fees proposed that the attorney or firm agrees to for the period of time from execution to the term of two years.

Hearing Point:	Per Hearing Fee:	Mileage:	Tolls & Parking:	Total:
Queensbury	\$110.00	\$35/prorated	N/A	\$110 + % miles
Menands	\$110.00	\$32/prorated	N/A	\$110 + % miles
Schenectady	N/A	N/A	N/A	N/A
Saranac Lake	\$135.00	\$143/prorated	N/A	\$135 + % miles
Plattsburgh	\$135.00	\$159/prorated	N/A	\$135 + % miles
Trial Hearings; Medical Witness, per hearing:		Base hearing plus \$200		
Trial Hearings; Lay Witness, per hearing:		Base hearing plus \$150		
Board Hearings; Sec 32 hearing, per hearing:		\$155.00		
Board Hearings; Arguments, per hearing:		\$155.00		
Pre-Hearing Conferences, per pre-hearing:		\$155.00		
Unusual hearings, appeals, depositions, preparatio of Sec 32 paperwork, and work not directly relate to hearings, per hour:		\$155.00/hour		

- B. The table below must be completed and returned with the proposal. This table shall outline the fees proposed that the attorney or firm agrees to for the period of the two year renewal, if such is elected by the County and by the attorney.

Hearing Point:	Per Hearing Fee:	Mileage:	Tolls & Parking:	Total:
Queonsbury	\$115.00	\$35/prorated	N/A	\$115 + % miles
Menands	\$115.00	\$32/prorated	N/A	\$115 + % miles
Schenectady	N/A	N/A	N/A	N/A
Saranao Lake	\$140.00	\$143/prorated	N/A	\$140 + % miles
Plattsburgh	\$140.00	\$159/prorated	N/A	\$140 + % miles
Trial Hearings; Medical Witness, per hearing:		Base hearing fee plus \$200		
Trial Hearings; Lay Witness, per hearing:		Base hearing fee plus \$150		
Board Hearings; Sec 32 hearing, per hearing:		\$175.00		
Board Hearings; Arguments, per hearing:		\$175.00		
Pre-Hearing Conferences, per pre-hearing:		\$175.00		
Unusual hearings, appeals, depositions, preparatio of Sec 32 paperwork, and work not directly relate to hearings, per hour:		\$175.00/hour		

C. The table below must be completed and returned with the proposal. This table shall outline the fees proposed that the attorney or firm proposes for the period of the second two year renewal, if such is elected by the County and by the attorney.

Hearing Point:	Per Hearing Fee:	Mileage:	Tolls & Parking:	Total:
Queensbury	\$115.00	\$35/prorated	N/A	\$115 + $\frac{1}{2}$ miles
Menands	\$115.00	\$32/prorated	N/A	\$115 + $\frac{1}{2}$ miles
Schenectady	N/A	N/A	N/A	N/A
Saranac Lake	\$140.00	\$143/prorated	N/A	\$140 + $\frac{1}{2}$ miles
Plattsburgh	\$140.00	\$159/prorated	N/A	\$140 + $\frac{1}{2}$ miles
Trial Hearings; Medical Witness, per hearing:		Base hearing fee plus \$200		
Trial Hearings; Lay Witness, per hearing:		Base hearing fee plus \$150		
Board Hearings; Sec 32 hearing, per hearing:		\$185.00		
Board Hearings; Arguments, per hearing:		\$185.00		
Pre-Hearing Conferences, per pre-hearing:		\$185.00		
Unusual hearings, appeals, depositions, preparation of Sec 32 paperwork, and work not directly related to hearings, per hour:		\$185.00/hour		

D. Clearly specify in your proposal if you anticipate fees in addition to those above.

## CERTIFICATION

Non-Collusive Certification required of all bidders under Section 103-d of the General Municipal Law as amended by Chapter 675 of the Laws of 1966, and further amended by Chapter 56 of the Laws of 2010, effective June 22, 2010.

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (a-1) Notwithstanding the foregoing, the statement of non-collusion may be submitted electronically in accordance with the provisions of subdivision one of section one hundred three of the General Municipal Law.
- (b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth, in detail, the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- (c) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing on its behalf;
- (d) That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of this bid, or proposal, on behalf of the corporate bidder.

\_\_\_\_\_  
Individual Bidder

\_\_\_\_\_  
Co-Partnership

By \_\_\_\_\_

Partner

Lemire Johnson, LLC

Corporation

By \_\_\_\_\_

*Christopher J. Lemire, Esq.*  
President

CORPORATE RESOLUTION

RESOLVED that Lemire Johnson, LLC  
(Name of Corporation)

be authorized to sign and submit the Bid, or Proposal, of this Corporation for the following project:  
WC 23-11 - RFP for Legal Representation of WCSIP in Workers' Compensation Cases  
(Title of Project)

and to include in such Bid Proposal the Certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies of misstatements in such certifies this Corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by \_\_\_\_\_

Lemire Johnson, LLC Corporation at a meeting of its Board of

Directors held on the 25<sup>th</sup> Day of April, 2011, and is still in force and

effective on this 25<sup>th</sup> Day of April, 2011.

\_\_\_\_\_  
SECRETARY  
(Signature)



(SEAL OF CORPORATION)

# Warren County Board of Supervisors

RESOLUTION NO. 272 OF 2005

Resolution introduced by Supervisors Mason, Haskell, Bentley, Barody, Kenny, Quintal and Gabriels

## ACCEPTING BID AND AUTHORIZING AGREEMENT WITH CHRISTOPHER R. LEMIRE, ATTORNEY AT LAW FOR LEGAL REPRESENTATION OF WARREN COUNTY SELF-INSURANCE PLAN WITH WORKERS' COMPENSATION CASES - SELF-INSURANCE DEPARTMENT

WHEREAS, the Warren County Purchasing Agent requested bids for Legal Representation of Warren County Self-Insurance Plan in connection with Workers' Compensation cases (WC 59-05), with the term proposed as the date of execution of an agreement terminating two years from said date and with an option included to

and the contract, and

WHEREAS, it has been recommended that Warren County award the contract to Christopher R. Lemire, Attorney at Law, the lowest responsible bidder, now, therefore, be it

RESOLVED, that the Warren County Purchasing Agent notify Christopher R. Lemire, Attorney at Law of the acceptance of his proposal, and be it further

RESOLVED, that Warren County enter into an agreement with Christopher R. Lemire, Attorney at Law, 20 Solar Drive, P.O. Box 866, Clifton Park, New York 12065 for representation of Warren County Self-Insurance Plan with Workers' Compensation cases, pursuant to the terms and conditions of the bid specifications and proposal, for a term commencing as of the date of execution of an agreement terminating two years from said date, and be it further

RESOLVED, that the Chairman of the Board of Supervisors be, and he hereby is, authorized to execute said agreement in the form approved by the County Attorney,

WARREN COUNTY  
ADMINISTRATIVE

MAY 17 2005

**RESOLUTION NO. 272 OF 2005**

**Page 2, Continued**

and be it further

RESOLVED, that provided this resolution has not been rescinded or the authorization provided hereby otherwise amended or terminated, the Chairman may, by written agreement and upon receiving the recommendation of the Purchasing Agent and department head, agree to extend the contract authorized hereby in accordance with the terms and conditions of the bid specifications and proposal for up to two (2) additional extensions, each being two (2) years, from the date of expiration, and no further resolution of this Board shall be needed.

### SCHEDULE "A"

A. The table below must be completed and returned with the proposal. This table shall outline the fees proposed that the attorney or firm agrees to for the period of time from execution to the term of two years.

Hearing Point:	Per Hearing Fee:	Mileage:	Tolls & Parking:	Total:	Current 2011	2004
Queensbury	\$110.00	\$35/prorated	N/A	\$110 + $\frac{1}{2}$ miles	95-	90-
Menands	\$110.00	\$32/prorated	N/A	\$110 + $\frac{1}{2}$ miles	95-	90-
Schenectady	N/A	N/A	N/A	N/A	-	-
Saranac Lake	\$135.00	\$143/prorated	N/A	\$135 + $\frac{1}{2}$ miles	95-	90-
Plattsburgh	\$135.00	\$159/prorated	N/A	\$135 + $\frac{1}{2}$ miles	95-	90-
Trial Hearings; Medical Witness, per hearing:		Base hearing plus \$200			150-	150-
Trial Hearings; Lay Witness, per hearing:		Base hearing plus \$150			100-	100-
Board Hearings; Sec 32 hearing, per hearing:		\$155.00			125-	125-
Board Hearings; Arguments, per hearing:		\$155.00			125-	125-
Pre-Hearing Conferences, per pre-hearing:		\$155.00			95-	90-
Unusual hearings, appeals, depositions, preparatio of Sec 32 paperwork, and work not directly relate to hearings, per hour:		\$155.00/hour			125-	125-

B. The table below must be completed and returned with the proposal. This table shall outline the fees proposed that the attorney or firm agrees to for the period of the two year renewal, if such is elected by the County and by the attorney.

Hearing Point:	Per Hearing Fee:	Mileage:	Tolls & Parking:	Total:
Queensbury	\$115.00	\$35/prorated	N/A	\$115 + $\frac{1}{2}$ miles
Menands	\$115.00	\$32/prorated	N/A	\$115 + $\frac{1}{2}$ miles
Schenectady	N/A	N/A	N/A	N/A
Saranac Lake	\$140.00	\$143/prorated	N/A	\$140 + $\frac{1}{2}$ miles
Plattsburgh	\$140.00	\$159/prorated	N/A	\$140 + $\frac{1}{2}$ miles
Trial Hearings; Medical Witness, per hearing:		Base hearing fee plus \$200		
Trial Hearings; Lay Witness, per hearing:		Base hearing fee plus \$150		
Board Hearings; Sec 32 hearing, per hearing:		\$175.00		
Board Hearings; Arguments, per hearing:		\$175.00		
Pre-Hearing Conferences, per pre-hearing:		\$175.00		
Unusual hearings, appeals, depositions, preparatio of Sec 32 paperwork, and work not directly relate to hearings, per hour:		\$175.00/hour		

OK  
5/23/11



## WARREN COUNTY JOB APPLICATION ACCEPTANCE NOTICE

### County Attorney

Job Posting April 5, 2011

Closing Date May 6, 2011

Warren County is accepting applications from attorneys licensed to practice law in the State of New York for the position of County Attorney.

#### Position Duties:

The county attorney position is full time. The County Attorney is, by statute, the legal advisor to the board of supervisors and county officers in all matters involving an official act of a civil nature. The county attorney prosecutes and defends all civil actions and proceedings brought by or against the county, the board of supervisors and any officer. The County Attorney has direct responsibility for all activities of the law department as well as related duties as may be prescribed by law or by resolution of the County Board of Supervisors.

#### Term:

The County Attorney is appointed by the County Board of Supervisors and the term of office is coextensive with the term for which the members of the County Board of Supervisors are elected.

#### Qualifications:

Applicants must be a resident of Warren County at the time of appointment and must be licensed to practice law in New York State and in good standing.

#### Experience, skills and abilities of importance:

Applicants of interest will have experience in many or all of the following areas: trial and appellate litigation, complex contract drafting, real estate, construction law, matters involving state agency oversight and proceedings before those agencies, labor law and practice, family court matters, legal research skills, administration of a legal office including supervision of subordinate attorneys and staff, municipal government representation, good public speaking and counseling skills, negotiation skills, an ability to present complex legal concepts, good communication and interpersonal skills.

2. Coordinating the fiscal affairs of the several departments and agencies of county government, including approving interfund transfers and providing information by appropriate budgetary controls and the efficient and economical management of appropriated funds;
3. Preparing the county budget, working with the Budget Officer, County Administrator and Assistant to the County Administrator; and
4. Performing such other duties as may now or hereafter be conferred by the County Administrator.

SECTION 10. Separability. If any clause, sentence, paragraph, section or part of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment, decree, or order shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part thereof directly involved in the controversy in which such judgment, decree, or order shall have been rendered and the remainder of this Local Law shall not be affected thereby and shall remain in full force and effect.

SECTION 11. This Local Law shall take effect on the first day of the month following the date of adoption and compliance with the requirements of law.