

42780

Date: October 16, 2014

To: The Honorable Board of Acquisition and Contract

From: Robert F. Meehan
County Attorney

Re: Authority to amend a “short-form” contract with the TASA Group, Inc. (“TASA”) pursuant to which TASA agreed to refer Ryan Kuhn, Ph.D. to the County to serve as an expert witness in connection with the lawsuit entitled U.S. v. County of Westchester, 13-cv-5475 for a term commencing August 1, 2014 and continuing through December 31, 2014, in order to increase the total amount not-to-exceed thereunder by an additional \$6,000, from an amount not-to-exceed \$18,000 to an amount not-to-exceed \$24,000.

On or about August 21, 2014, the County entered into a “short-form” contract with TASA, an expert witness referral firm, pursuant to which TASA agreed to refer one of its experts, Ryan Kuhn, Ph.D., a cryptosporidium expert, to serve as an expert witness to the County Attorney in connection with the lawsuit entitled U.S. v. County of Westchester, 13-cv-5475, for a term commencing August 1, 2014 and continuing through December 31, 2014 for an amount not-to-exceed \$18,000.00, payable at the rate of \$270.00 per hour for preparation activities and \$420.00 per hour for deposition and/or in-court activities, plus expenses (the “Agreement”). The Agreement was subsequently executed.

It has now become necessary to increase the not-to-exceed amount under the Agreement by an additional \$6,000 in order to cover the costs of: (1) assisting the County to prepare for its deposition of the EPA’s expert; and (2) the deposition of EPA’s expert and travel expenses related thereto.

As your Honorable Board is aware, amendments to short-form contracts which result in increases which exceed the \$20,000 threshold for short-form contracts and/or term extensions beyond the one (1) year threshold, must first be approved by your Honorable Board. Accordingly, authority is respectfully requested to amend the Agreement with TASA for the services of Ryan Kuhn, Ph.D. in connection with the lawsuit entitled U.S. v. County of Westchester, 13-cv-5475, for a term commencing August 1, 2014 and continuing through December 31, 2014, in order to increase the total amount not-to-exceed thereunder by an additional \$6,000, from an amount not-to-exceed \$18,000 to an amount not-to-exceed \$24,000.

Except as otherwise specifically amended hereby, all other terms and conditions of the Agreement will remain in full force and effect.

This Agreement is exempt from the requirements of the Westchester County Procurement Policy 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.”

The goals and objectives of this Agreement are to retain an expert who is knowledgeable in the area of cryptosporidium growth in connection with environmental civil penalty cases, to assist the County in defending itself in connection with the instant litigation. The goals and objectives are in the best interests of the County in terms of fiscal responsibility because without Dr. Kuhn’s expertise, the County would not be able to effectively contest the EPA’s allegations. The performance of this agreement will be tracked and monitored by the in-house attorney assigned to monitor this matter.

Accordingly, your favorable action on the annexed Resolution is most respectfully urged and recommended.

RFM/JPG/nm

APPROVED BOARD OF ACQUISITION & CONTRACT ADMINISTRATION, SECRETARY

RESOLUTION

Upon a communication from the County Attorney, be it hereby

RESOLVED, that the County of Westchester is hereby authorized to amend a “short form” agreement with the TASA Group, Inc. (“TASA”), pursuant to which TASA agreed to refer Ryan Kuhn, Ph.D, a cryptosporidium expert, to the County to serve as an expert witness in connection with the lawsuit entitled U.S. v. County of Westchester, 13-cv-5475 for a term commencing August 1, 2014 and continuing through December 31, 2014 in an amount not-to-exceed \$18,000 (the “Agreement”), in order to increase the total amount not-to-exceed thereunder by an additional \$6,000, from an amount not-to-exceed \$18,000 to an amount not-to-exceed \$24,000, in order to cover the costs of: (1) assisting the County to prepare for its deposition of the EPA’s expert; and (2) the deposition of EPA’s expert and travel expenses related thereto; and be it further

RESOLVED, that except as specifically amended hereby, all other terms and conditions of the Agreement shall remain in full force and effect; and be it further

RESOLVED, that the County Attorney or his duly appointed designee be, and hereby is, authorized to take such action and execute such documents as may be necessary and proper to effect the purposes hereof.

Original Agreement: \$18,000
 This Amendment: \$ 6,000
 Total: **\$24,000**

Account to be Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
241	60		5110		\$6,000

Budget Funding Year(s) 2014 Start Date August 1, 2014 End Date December 31, 2014
 (must match resolution)

Funding Source Tax Dollars \$6,000

State Aid _____

\$ 6,000 Federal Aid _____

(must match resolution)

Other _____