



Office of the County Attorney

17215

Date: February 9, 2011

To: Board of Acquisition and Contract

From: Robert F. Meehan
County Attorney

Re: Authority to amend an agreement with the Mattis & Luck Center For Neuropsychological Services LLP for the provision of consultant and/or expert services to the County Attorney in connection with the lawsuit entitled Anthony Costabile v. County of Westchester, et al, for the period from November 25, 2008 through September 30, 2010 for an amount not-to-exceed \$20,000, by extending the term of the Agreement through December 31, 2010

By resolution approved on February 18, 2010, your Honorable Board authorized the County to retroactively enter into an agreement with the Mattis & Luck Center For Neuropsychological Services LLP (the "Consultant") for the provision of consultant and/or expert services to the County Attorney in connection with the lawsuit entitled Anthony Costabile v. County of Westchester, et al, for the period from November 25, 2008 through September 30, 2010 in an amount not-to-exceed \$20,000 (the "Agreement"). The Agreement was subsequently executed.

Dr. Mattis assisted this office extensively in preparing this case for trial. In order to be able to compensate him for these services, the parties now desire to amend the Agreement in order to extend the term thereof through December 31, 2010 so that all invoices submitted by the Consultant and received after September 30, 2010 can be paid. Accordingly, authority is respectfully requested to amend the Agreement for the limited purpose of extending the term thereof through December 31, 2010.

This Agreement is exempt from the procedural requirements of the Westchester County Procurement Policy pursuant to Section 3(a)vii thereof as this contract is required for the services of expert witnesses for use in, or in anticipation of, an adjudicatory proceeding or litigation.

This Agreement will serve a public purpose by assisting the County in defending itself in this lawsuit.

The goals and objectives of this agreement are to retain an expert who is knowledgeable in the area of forensic psychiatry 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 Consultant's expertise, the County would not be able to defend itself in this matter. The performance of this agreement will be tracked and monitored by the in-house attorney assigned to monitor this matter.

Except as specifically amended hereby, all remaining terms and conditions of the Agreement shall remain the same.

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

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APPROVED BOARD OF ACQUISITION & CONTRACT - 3-10-2011 - JOMARY MEIRA, SECRETARY

RESOLUTION

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

RESOLVED, that the County of Westchester is hereby authorized to amend an agreement with the Mattis & Luck Center For Neuropsychological Services LLP (the "Consultant") for the provision of consultant and/or expert services to the County Attorney in connection with the lawsuit entitled Anthony Costabile v. County of Westchester, et al, for the period from November 25, 2008 through September 30, 2010 in an amount not-to-exceed \$20,000 (the "Agreement"), by extending the term thereof through December 31, 2010, so that all invoices submitted by the Consultant after September 30, 2010 can be paid; and be it further

RESOLVED, that except as specifically amended hereby, all remaining terms and conditions of the Agreement between the County and the Consultant shall remain the same; and it is further

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

Agreement # LAW 784

Account to be
Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
					N/A

Budget Funding Year(s) 2008-10 Start Date November 25, 2008 End Date December 31, 2010
(must match resolution)

Funding Source Tax Dollars _____

State Aid _____

\$ N/A Federal Aid _____

(must match resolution) Other _____