

23339

December 1, 2011

To: The Honorable Board of Acquisition and Contract

From: Robert F. Meehan  
County Attorney

Re: Authority for the County of Westchester (the "County") to enter into an agreement with Douglass Reporting Company to provide court reporting services to the County for the term October 1, 2011 through September 30, 2012 and for a not-to-exceed amount of \$30,000, payable pursuant to an attached rate schedule

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Authority of your Honorable Board is requested for the County of Westchester (the "County") acting by and through its Department of Law (the "Department") to enter into an agreement (the "Agreement") with Douglass Reporting Company, having a business address at 50 Main Street, White Plains, New York 10601, (hereinafter "the Contractor"), to provide transcription and/or video recording of sworn witness testimony (customarily known and hereinafter referred to as "court reporting services") for the County for the term October 1, 2011 through September 30, 2012 and for a not-to-exceed amount of \$30,000, payable pursuant to an attached rate schedule.

**The proposed Agreement serves a public purpose** as the Contractor shall provide court reporting services in legal and administrative actions and proceedings where the County is a party thereto.

**This proposed Agreement's goals and objectives** shall be for the Contractor to provide court reporting services for matters that shall include various civil actions involving the County as well as County administrative proceedings, including but not limited to disciplinary proceedings and arbitrations.

**The proposed Agreement is in the County's best interests regarding fiscal responsibility** as the court reporting services shall be used to preserve sworn witness testimony to facilitate accurate and fair adjudication of legal matters involving the County where money is a demanded legal remedy.

**The proposed Agreement is also in the County's best interests regarding public health and safety** as the court reporting services shall be used to preserve sworn witness testimony to facilitate fair and accurate adjudication in legal matters that shall include County employee disciplinary proceedings pursuant to the County's interests in providing safe environments for its employees and the overall community.

**The proposed Agreement's goals and objectives shall be tracked and monitored** by the Department by tracking the Contractor's ability to appear on scheduled dates where court reporting services are required as well as its ability to deliver transcripts or video recordings within Contractor represented timeframes together with the quality and accuracy thereof.

The Department selected the Contractor pursuant to a Request for Written Quotations (the "RFQ") as provided by Westchester County Procurement Policy Section 5(b); with the Contractor submitting the lowest net cost quotation from a total of six (6) court reporting firms that timely responded to the RFQ.

Accordingly, I recommend adoption of the annexed Resolution.

RFM/CA/cji

APPROVED BOARD OF ACQUISITION & CONTRACT ADMINISTRATION  
DOMINIQUE A. VIEIRA, SECRETARY

**RESOLUTION**

Upon a communication from the County Attorney, be it hereby

**RESOLVED**, that the County of Westchester (the "County") is authorized to enter into an agreement with Douglass Reporting Company for transcription and/or video recording of sworn witness testimony (customarily known as "court reporting services") for legal and administrative actions and proceedings involving the County, for the term October 1, 2011 through September 30, 2012 and for an amount not-to-exceed \$30,000, payable pursuant to an attached rate schedule; and be it further

**RESOLVED**, that this Agreement shall be subject to County appropriations; and be it further

**RESOLVED**, that this Agreement is 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 this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice; and be it further

**RESOLVED**, that the County Executive or his duly authorized designee is hereby authorized to execute any documents and take any actions reasonably necessary and appropriate to effectuate the purposes of this Resolution.

Fund	Agency	Major Program, Program, Phase or Unit	Object/ Sub Object	Trust Account	Activity	Dollars
101	18	1000	4923			\$ 7,500 (2011)
101	18	1000	4923			\$ 22,500 (2012)

Budget

Funding Year(s) 2011 & 2012  
(must match resolution)

Start Date 10/01/2011 End Date 9/30/2012

Funding Source \$30,000 Tax Dollars: \$30,000  
 State Aid: \_\_\_\_\_  
 Federal Aid: \_\_\_\_\_  
 Other: \_\_\_\_\_

(must match resolution)

**ATTACHMENT**

**Rate Schedule**

Company Name: Douglass Reporting Company

Address: 50 Main Street, White Plains, N.Y. 10601

Phone: 914-426-2400

FEE SCHEDULE: OCTOBER 1, 2011 through SEPTEMBER 30, 2012

APPEARANCE FEE: -0-

ORIGINAL AND 2 COPIES OF TRANSCRIPT:

STANDARD DELIVERY – 10 Business Days 4.25 PER PAGE

EXPEDITED DELIVERY – 5 Business Days: 4.75 PER PAGE

EXPEDITED DELIVERY – 2 Business Days 5.25 PER PAGE

EXPEDITED DELIVERY – Next Business Day 7.00 PER PAGE

BUST FEE - Day of Hearing (Cancellation before reporter arrives) -0- PER DAY

BUST FEE – Day of Hearing (Cancellation after reporter arrives) 75.00 PER DAY

SPLIT BILL RATE 3.50 PER PAGE

EXTRA COPY RATE 1.00 PER PAGE

ASCII DISK and MINUSCRIPT -0-

POSTAGE & HANDLING 10.00

ADDITIONAL SERVICES: IF APPLICABLE

VIDEO - BASE PRICE (First Two Hours) 250.00

ADDITIONAL HOURLY 80.00

DUPLICATE COPIES (Post production) -0-