

30638

November 27, 2012

To: The Honorable Board of Acquisition and Contract

From: Robert F. Meehan
County Attorney

Re: Authority for the County of Westchester to enter into an agreement with Patchen Steno Services, LLC and Douglass Reporting Company, pursuant to which each vendor will provide court reporting services, with Patchen being the primary provider and Douglass being the secondary provider, for a term October 1, 2012 through September 30, 2013, for a total aggregate amount not-to-exceed \$30,000, to be paid pursuant to each vendor's attached individual rate schedule

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 with Patchen Steno Services, LLC ("Patchen"), having an address at 111 North Central Avenue, Hartsdale, New York 10530, and Douglass Reporting Company ("Douglass"), having an address at 8 Edsam Road, Valley Cottage, New York 10989, pursuant to which each vendor will provide to the Department transcription and/or video recording services (customarily known as and hereafter referred to as "court reporting services"), with Patchen being the primary provider and Douglass being the secondary provider, for a term October 1, 2012 through September 30, 2013, for a total aggregate amount not-to-exceed \$30,000, to be paid pursuant to each vendor's attached individual rate schedule, numbered one (1) and two (2) and regarding Patchen and Douglass respectively.

The Department selected Patchen as primary provider and Douglass as secondary provider of court reporting services pursuant to a Request for Written Quotations (the "RFQ") with Patchen and Douglass submitting the respective first and second most advantageous offer to the County from a total of eight (8) court reporting firms that timely responded to the RFQ.

The County shall first direct each individual court reporting assignment that it may have to Patchen as primary court reporting service provider, and then to Douglass as secondary court reporting service provider should Patchen be unable to perform said services for any reason.

An "individual court reporting assignment" as stated hereof, shall mean the County's request for court reporting services on a particular date and time, and not a County court reporting assignment by the County to Patchen as the designated primary provider or Douglass as the designated secondary provider that obligates the County to use either for the entire duration of any particular Department legal action, proceeding or matter.

The proposed agreements with Patchen and Douglass shall serve a public purpose as both shall provide court reporting services in legal and administrative actions and proceedings where the County is a party thereto.

The goals and objectives of the proposed agreements with Patchen and Douglass shall be to provide court reporting services for matters that shall include various civil actions and proceedings involving the County.

The proposed agreements with Patchen and Douglass are in the County's best interests regarding fiscal responsibility as the court reporting services shall be used to preserve statements to facilitate accurate and fair adjudication of legal matters involving the County.

The proposed agreements with Patchen and Douglass are also in the County's best interests regarding public health and safety as the court reporting services shall be used to preserve statements to facilitate fair and accurate adjudication in legal matters that shall include, but not be limited to, County employee disciplinary proceedings pursuant to the County's interests in providing safe environments for its employees and the overall community.

The Department shall track and monitor the goals and objectives of the proposed agreements with Patchen and Douglass by tracking both providers' ability to appear on scheduled dates where court reporting services are required as well as their ability to deliver transcripts or video recordings within said providers' represented timeframes together with the quality and accuracy thereof.

Accordingly, I recommend adoption of the annexed Resolution.

RFM/CA/cji

RESOLUTION

Upon a communication from the County Attorney for the County of Westchester, be it hereby

RESOLVED, that the County of Westchester (the "County"), acting by and through its Department of Law (the "Department"), is hereby authorized to enter into an agreement with Patchen Steno Services, LLC ("Patchen"), having an address at 111 North Central Avenue, Hartsdale, New York 10530, and Douglass Reporting Company ("Douglass"), having an address at 8 Edsam Road, Valley Cottage, New York 10601, pursuant to which each vendor will provide to the Department transcription and/or video recording services (customarily known as and hereafter referred to as "court reporting services"), with Patchen being the primary provider and Douglass being the secondary provider, for a term October 1, 2012 through September 30, 2013, for a total aggregate amount not-to-exceed \$30,000, to be paid pursuant to each vendor's attached individual rate schedule, numbered one (1) and two (2) and regarding Patchen and Douglass respectively; and be it further

RESOLVED, that the agreements with Patchen and Douglass shall be subject to County appropriations; and be it further

RESOLVED, that the agreements with Patchen and Douglass (the "agreements") shall be subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of the agreements. 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 either or both of the agreements or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to Patchen, Douglass or both, then Patchen, Douglass or both shall have the right to terminate their individual agreements 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.

Account to be Charged/Credited:

Fund	Agency	Major Program, Program, Phase or Unit	Object/ Sub Object	Trust Account	Activity	Dollars
101	18	1000	4923			\$ 7,500 (2012)
101	18	1000	4923			\$22,500 (2013)

Budget Funding Year(s) 2012 & 2013 Start Date 10/01/2012 End Date 9/30/2013
(must match resolution)

Funding Source Tax Dollars: \$30,000
\$30,000 State Aid: _____
(must match resolution) Federal Aid: _____
Other: _____

APPROVED BOARD OF ACQUISITION & CONTRACT - 12/20/2012 - ROMARY VEIRA, SECRETARY

ATTACHMENT NO. 1

Rate Schedule – Primary Court Reporting Service Provider

Company Name: Patchen Steno Services, LLC

Address: 111 North Central Avenue, Hartsdale, New York 10530

Phone: 914-684-0201

FEE SCHEDULE: OCTOBER 1, 2012 through SEPTEMBER 30, 2013

LEAD TIME REQUIRED FOR REQUESTING REPORTER: Moment's Notice

APPEARANCE FEE: 0.00

FEE FOR SERVICES AFTER 6 PM 0.00

ORIGINAL AND 2 COPIES OF TRANSCRIPT:

STANDARD DELIVERY – 10 Business Days 4.00 PER PAGE

EXPEDITED DELIVERY – 3 Business Days: 4.50 PER PAGE

EXPEDITED DELIVERY – 2 Business Days 5.00 PER PAGE

EXPEDITED DELIVERY – Next Business Day 5.50 PER PAGE

BUST FEE - Day of Hearing (Cancellation before reporter arrives) 0.00 PER DAY

BUST FEE – Day of Hearing (Cancellation after reporter arrives) 50.00 PER DAY

SPLIT BILL RATE 2.00 PER PAGE

EXTRA COPY RATE 0.00 PER PAGE

ASCII DISK and MINUSCRIPT 0.00

POSTAGE & HANDLING 10.00

ADDITIONAL SERVICES: IF APPLICABLE

VIDEO - BASE PRICE (First Two Hours) 200.00

ADDITIONAL HOURLY 50.00

DUPLICATE COPIES (Post production) 0.00

FEE FOR TRANSCRIPTION FROM AUDIO/VIDEO FILES 4.00

ATTACHMENT NO. 2

Rate Schedule - Secondary Court Reporting Service Provider

Company Name: Douglass Reporting Company

Address: 50 Main Street, White Plains, New York 10601

Phone: 914-426-2400

FEE SCHEDULE: OCTOBER 1, 2012 through SEPTEMBER 30, 2013

LEAD TIME REQUIRED FOR REQUESTING REPORTER: (1) Day
(1) Hour for Emergencies

APPEARANCE FEE: 0.00

FEE FOR SERVICES AFTER 6 PM 0.00

ORIGINAL AND 2 COPIES OF TRANSCRIPT:

STANDARD DELIVERY – 10 Business Days 4.00 PER PAGE

EXPEDITED DELIVERY – 3 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) 0.00 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 0.00

POSTAGE & HANDLING 10.00

ADDITIONAL SERVICES: IF APPLICABLE

VIDEO - BASE PRICE (First Two Hours) 250.00

ADDITIONAL HOURLY 80.00

DUPLICATE COPIES (Post production) 0.00

FEE FOR TRANSCRIPTION FROM AUDIO/VIDEO FILES 4.00