

CONTRACT FOR REPORTING SERVICE

This contract is entered into this 15 day of October, 1995, by and between

Nassau County Board of County Commissioners, hereafter called "County"; the

Administrative Judge, in and for Nassau County, of the Fourth Judicial Circuit of

Florida, hereafter called "Court", and Janell Buchanan & Company, hereafter called

"Reporter".

W I T N E S S E T H :

WHEREAS, the Court in compliance with mandates of the Florida Supreme

Court in case number 85.055, dated February 23, 1995, developed a plan for the

delivery of court reporting services which are required to be provided at public

expense; and

WHEREAS, the Court determined that the Reporter performing those services

would be an independent contractor as opposed to an employee; and

WHEREAS, in response to the Court's Request for Evaluated Bids, the Reporter

submitted a bid which the Evaluation Committee, appointed by the Administrative

Judge, unanimously recommended as the best qualified and cost effective to perform

the required services; and

WHEREAS, the Court has concurred with the Evaluation Committee's

recommendation;

NOW THEREFORE, in consideration of the covenants and provisions set forth

in this agreement to be kept and performed by each party, it is agreed as follows:

1. **TERM OF CONTRACT:**

This contract shall commence on October 1, 1995, and shall terminate on September 30, 1996, subject to the option to renew set forth below.

2. **SCOPE OF SERVICE:**

The Reporter shall furnish court reporting services to the Circuit and County Courts of Duval County, Florida, including but not limited to the following areas:

- a. Circuit, Criminal, and Felony Courts;
- b. Juvenile Courts;
- c. Jury trials for County Criminal Courts;
- d. State Attorney, Public Defender, and court-appointed attorney depositions;
- e. State Attorney sworn statements;
- f. County Court evidentiary hearings;
- g. Transcription of electronically recorded proceedings;
- h. Transcription services on an as-required basis;
- i. First Appearance Proceedings;
- j. Grand Jury proceedings;
- k. Other proceedings as directed by the judiciary.

The above proceedings may include, but are not necessarily limited to: chamber hearings, jury trials, non-jury trials, depositions, sworn statements, arraignments, dispositions, motion hearings, and all other matters related to the Court as required. The Chief Judge may designate any judicial proceeding to be electronically recorded

3. NON-EXCLUSIVE SERVICES:

The Reporter shall be free to provide court reporting services to other private and public entities. The Reporter shall not be restricted in the use of initiative, skill, and judgement in operating a court reporting business.

4. MINIMUM QUALIFICATIONS FOR REPORTERS:

All individual reporters who are to perform the reporting services required by this contract shall have not less than the minimum qualifications specified in Administrative Order No. 95-13, paragraph 3, dated August 10, 1995, a copy of which is attached as "Exhibit A" and incorporated herein by this reference. Provided, however, active "RPR" and "CVR" certification requirements are waived until August 10, 1997.

5. COMPLIANCE WITH LAWS AND RULES:

a. All reporting services shall be provided in a manner that complies with Nassau County ordinances, state and federal tax and employment laws, including the Fair Labor Standards Act, the Americans with Disabilities Act, and the Federal Civil Rights Act.

b. The Reporter shall be solely responsible for income taxes, FICA, and any other withholdings from its employees' and subcontractors' compensation.

c. The Reporter and the Court shall each comply with the provisions of Rule 2.070 of the Florida Rules of Judicial Administration which pertains to Court Reporting requirements, and

c. The Reporter and the Court shall each comply with the provisions of Rule 2.070 of the Florida Rules of Judicial Administration which pertains to Court Reporting requirements, and with any subsequent amendments to that rule. Rule 2.070 is incorporated into this contract by this reference. Services performed shall also be consistent with Chapter 29 of the Florida Statutes.

6. PERFORMANCE BOND:

A performance bond equal to 25% of the bid amount shall be posted by the Reporter with the Court ten business days after the execution of this contract to secure the faithful performance of the reporting services to be performed. Failure to provide the bond as specified may be considered a material breach of the contract. Upon satisfactory completion of reporting services for the first three consecutive months of this contract, a performance bond shall not be required. The surety thereon must be a surety authorized and licensed to transact business in the State of Florida. An attorney-in-fact who signs a bond must file with the bond a certified copy of the power of attorney to sign said bond.

7. NON-COMPLIANCE:

If the Reporter fails to provide accurate transcripts in the agreed upon time frame, fails to timely provide court reporters at all judicial proceedings contemplated by this contract, or fails to comply with its obligations in the contract, such failures may result in any or all of the following:

- a. Reduction in whole or in part of the amount owed for a service performed by the Reporter;
- b. Termination of this contract;

- b. Termination of this contract;
- c. Other Court sanctions.

"Accurate transcripts" are defined as those with not more than one error per ten pages excluding proper nouns.

"Timely" providing a court reporter means that the reporter will be present prior to the scheduled starting time of the proceeding.

8. RECORDS STORAGE:

The Clerk of the Circuit and County Court maintains all records for the courts in Nassau County. The Reporter is responsible for ensuring compliance with the State of Florida's records retention schedule and procedures, the Rules of Judicial Administration and any local requirement published by the Chief Judge. All records shall be maintained in Nassau County, Florida. The Court and the Reporter agree that the Reporter shall maintain a box in this office for each court reporter to use as a drop-off for paper tapes, audio tapes and/or diskettes. The Court and the Reporter agree to establish a certain, regular time at which the Reporter shall deliver the storage boxes, transport them to a storage facility designated by the Clerk and store the materials. The Reporter and representative of the Clerk shall sign a delivery and receiving form to complete the transfer.

9. FACILITIES, SUPPLIES AND EQUIPMENT:

With the exception of the duplicator/reformer, the

office space for work or storage of supplies. The Court's premises are not to be used for reporting services outside the scope of this contract.

10. MISCELLANEOUS REPORTING REQUIREMENTS:

a. The Reporter shall have the necessary equipment, supplies, and trained reporters to provide "real-time reporting" when requested by the Judiciary. Notwithstanding the foregoing sentence, the Court shall be responsible for providing all hardware and wiring for the use of the judiciary and jurors required to equip an individual courtroom for real-time reporting.

b. All reported proceedings must utilize an audio cassette tape as back-up. In addition, a disk shall be requested reasonably in advance of any proceeding and shall be provided if requested.

11. COMPENSATION SCHEDULE:

a. All parties to this contract agree that by law the County is obligated to pay the Reporter the contracted rate of compensation set forth herein. It is the duty of the court to determine what reporting services are required to meet the judicial needs.

b. The County agrees to pay \$45,915.00 for services rendered by the Reporter to the courts under the terms of this contract.

c. In the event of a high profile and/or other unusual or extraordinary judicial proceeding in which the Reporter experiences additional cost due to the specific judicial proceeding. The Reporter may petition the Evaluation Committee for payment above and beyond the annual amount consistent with 2.17

of the Duval County Request for Evaluated Bid for Court Reporting Services authorized in Administrative Order No. 95-13.

1. Per Diem:
 - (a) Morning 8:00 a.m. - 12:00 noon \$50.00
 - (b) Afternoon 12:01 p.m. - 5:00 p.m. or any fraction thereof \$50.00
 - (c) Before 8:00 a.m. or after 5:00 p.m. per one-half hour \$15.00
 - (d) Weekend depositions, sworn statements; or First Appearances \$95.00
 - (e) After hours "pop-call" \$95.00
 - (f) Non-appearances (for each scheduled case) \$25.00

2. Page Rates and Copies:
 - (a) Regular rate for depositions and sworn statements \$ 3.00
Copies \$.80
 - (b) Transcript appeal (includes \$3.00 for original and \$1.60 for the two copies now required) \$ 4.60
 - (c) Proceedings, including electronic transcription and original grand jury copies \$ 3.00
Copies \$.80
 - (d) Daily copy--original \$ 6.00
Copies \$ 1.60
 - (e) Expedited transcripts \$ 4.50
Copies \$ 1.20

12. RECORDS OF SERVICES AND COSTS:

The Reporter will maintain original records and documents relevant to the direct costs incurred by the Reporter in the performance of its contractual services. The Court of its designee shall have the right to inspect or audit those records to determine the accuracy of charges made by Reporter for its services. Those records and documents shall be retained for a least 36 months after the date of invoice for services rendered.

13. INCORPORATION BY REFERENCE:

The Reporter's "Proposal" submitted on September 13, 1995, included a "Complaints and Grievance Plan" appearing on Page 16. Both parties incorporate the Complaints and Grievance Plan section and make this the obligations of the Court and the Reporter. A copy of said plan is attached as "Exhibit B".

14. ASSIGNMENTS:

This contract shall not be assigned without the prior written consent of the parties hereto.

15. TRANSCRIPTS FOR PROCEEDINGS PRIOR TO THIS AGREEMENT:

The Reporter shall provide any requested transcripts for proceedings taken prior to the commencement of this contract.

16. BILLING:

The Reporter shall submit invoices and receive payment from the County on a monthly basis. Invoices shall be submitted to the attention of the Chief Administrative Assistant to the Clerk at the Nassau County Courthouse, Room 3. All

such invoices shall be accompanied by supporting documentation and other back-up materials as shall be reasonably required by the Chief Administrative Assistant to the Clerk.

17. RENEWAL OF CONTRACT:

This contract will automatically be extended for one additional year upon the same terms and conditions in existence on September 30, 1996, unless either party to this contract gives written notice to the other on or before June 30, 1996, that it does not desire to extend the contract beyond September 30, 1996.

18. ENTIRETY OF CONTRACT:

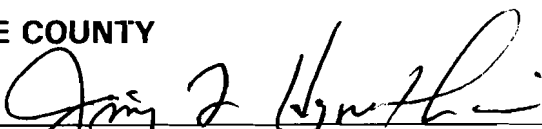
This agreement contains the entire agreement of the parties and may not be amended, changed, or supplemented except by agreement in writing signed by all parties.

IN WITNESS WHEREOF, the parties have executed this contract, in

duplicate, the day and year first above written.

WITNESSETH:

THE COUNTY

By: 
Jimmy L. Higginbotham, Chairman
Nassau County Board of County Commissioners

AS TO COUNTY

WITNESSETH:

THE COURT

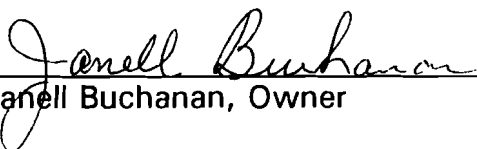


By: 
Bill Parsons, Administrative Judge
In And For Nassau County
Fourth Judicial Circuit

AS TO COURT

WITNESSETH:

JANELL BUCHANAN & COMPANY

By: 
Janell Buchanan, Owner

AS TO REPORTER

AUG 10 '95 03:48PM NASSAU CLERK OF COURT

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**IN THE CIRCUIT COURT, FOURTH
JUDICIAL CIRCUIT, IN AND FOR
NASSAU COUNTY, FLORIDA**

ADMINISTRATIVE ORDER NO. 95-13

**IN RE: COURT REPORTERS
ESTABLISHMENT OF OFFICIAL COURT REPORTER
SERVICES FOR NASSAU COUNTY.**

Pursuant to Florida Rules of Judicial Administration...Court Reporting, No. 85,055(Fla. Feb. 23, 1995) Supreme Court of Florida.

IT IS ADJUDGED:

- 1. Nassau County shall provide court reporting services through independent contractors.**
- 2. The Clerk of the Circuit Court shall prepare a Request for Bids - Court Reporting Services to solicit proposals and bids relying on established Nassau County purchasing procedures and a competitive process for the acquisition of court reporting services funded at public expense in Nassau County and comply with the directive of the Florida Supreme Court.**
- 3. The Chief Judge shall establish a committee to evaluate the qualifications and staffing of each bidder. The proposals and bids shall include a plan by which all court reporters covered under the bid shall be qualified to perform court reporting services. The plan shall include minimum requirements as to certification by a national recognized professional court reporter association (Exhibit A) and experience as a court reporter. The evaluation committee shall make its recommendation, based upon qualifications and cost, to the Chief Judge.**
- 4. The Clerk of the Circuit Court shall effectively administer the court reporting system funded at public expense for Nassau County.**
- 5. The Chief Judge may reject the committee's recommendation and re-bid for said services or choose section 2.17 of the Duval County Request for Evaluated Bid for Court Reporting Services.**
- 6. This order shall be recorded in the Official Records of Nassau County, State of Florida.**

EXHIBIT A

1. EACH REPORTER/BIDDER shall attest to having the following minimum qualifications for all court reporters furnished to the court under the resulting contract.

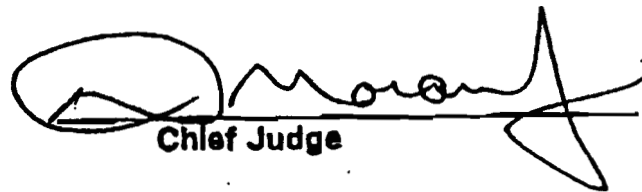
a) Proof of National Court Reporter Association active "RPR" certification or National Stenomask Verbatim Reporters Association active "CVR" certification [this requirement will be waived only for two years subsequent to enactment of this administrative order in order to allow court reporters the opportunity to acquire certification]; and

b) Two letters of recommendation from two non-affiliated local attorneys and/or judges. These letters shall provide information as to the court reporter's expertise, including, but not limited to, the following: (a) how long the attorney has been professionally associated with the court reporter; and (b) under what circumstances the attorney has had the opportunity to observe the court reporter's performance (i.e. depositions, trials, etc.).

2. THE COURT REPORTER shall take and sign an oath which shall include, among other things, the promise to comply with all applicable laws, Supreme Court and local rules and administrative orders.

*Time limit
call journal
261-1955*

DONE AND ORDERED in chambers at Jacksonville, Duval County, Florida, this
10th day of August, 1995.



Chief Judge

OFFICIAL RECORDS

IN THE CIRCUIT COURT, FOURTH
JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA

ADMINISTRATIVE ORDER NO. 94-7

IN RE: COURT REPORTERS
ESTABLISHMENT OF CIVIL COURT REPORTER SYSTEM

FILED

APR 01 1994

Henry W. Cook

CLERK CIRCUIT COURT

Pursuant to Chapter 29, Florida Statutes, and Rule 2.050 and Rule 2.070, Florida Rules of Judicial Administration and a majority of the Circuit and County Court Judges concurring, this order is entered:

IT IS ADJUDGED:

1. In a civil proceeding (such as hearings or trials) where a court reporter is desired, it is the responsibility of the party, or the party's attorney, to employ a court reporter. Thirty (30) days from the effective date of this order, such court reporter employed for civil proceedings must be from the list of qualified court reporters maintained by the Court Administrator.

2. Where some, but not all, parties desire that a court reporter be present at a civil proceeding, prior to the proceeding, these parties, or these parties' attorneys, shall reserve a court reporter from the list of qualified court reporters maintained by the Court Administrator. The parties, or parties' attorneys, shall give notice of reserving a court reporter to all other parties or their counsel, which notice shall be filed with the Clerk of the Circuit and County Courts (Clerk of the Courts). All costs associated with the court reporter, except transcription costs, shall be the responsibility of the parties requesting the

"EXHIBIT A"

OFFICIAL RECORDS

court reporter, and the cost shall be equally divided between the parties or in such a way as agreed to by the parties. Transcription costs shall be paid by each party ordering an original transcript or copy thereof. This provision shall not, however, preclude the taxation of costs as authorized by law.

3. Where all parties desire a court reporter, the parties, or the parties' attorneys, shall agree in advance on a court reporter from the list of qualified court reporters and shall jointly file with the Court a notice of reserving a court reporter prior to the proceeding. The cost thereof shall be equally divided between the parties or in such a way as agreed to by the parties. This provision shall not, however, preclude the taxation of costs as authorized by law.

4. There shall be only one official record taken by one court reporter. Attorneys must resolve any conflicts prior to the court proceeding.

5. When a court reporter reports in any civil proceeding, the court reporter shall complete a "Court Reporter Appearance" form which shall be signed by the presiding judge, immediately after the hearing, and filed the same day with the Clerk of the Courts and made a part of the court file.

6. When one party in an action requests a transcript, or portion thereof, from a court reporter, such reporter shall forthwith notify, in writing, or orally if written notice is not practicable, all other parties of the fact. This directive shall not apply to sworn and unsworn statements and other transcripts taken privately which remain the work product of the ordering party.

7. Transcripts of all judicial proceedings, including depositions, shall comply with

Rule 2.070(f), Florida Rules of Judicial Administration.

8. Original court reporter notes and other such computer-aided transcription or

electronic records from civil proceedings shall be retained by the court reporter in a secure

place within the Fourth Judicial Circuit and shall be retained for a length of time pursuant

to Rule 2.075(e), Florida Rules of Judicial Administration. Where a court reporter moves

out of the Fourth Judicial Circuit, or leaves the profession of court reporter (i.e., has done

no reporting in the past year), that court reporter shall relinquish all notes, electronic

records, transcripts and copy of court reporter dictionary to either: (i) the court reporter

firm with which that court reporter was affiliated, or (ii) the Clerk of the Courts, who then

shall document within the official court file for that proceeding the location of any notes,

electronic records and transcripts received from a court reporter.

9. Court reporters desiring to be included on the list of qualified court reporters

shall file annually with the Court Administrator an "Attestation of Qualifications and Oath

of Court Reporter." The Court Administrator shall compile the list of qualified court

reporters from the attestations submitted by individual court reporters.

10. The court reporter shall attest to having the following minimum qualifications:

a) Proof of National Court Reporter Association active "RPR" certification

or National Stenomask Verbatim Reporters Association active "CVR"

certification [this requirement will be waived only for two years

subsequent to enactment of this administrative order in order to allow

court reporters the opportunity to acquire certification]; and

b) Two letters of recommendation from two non-affiliated local attorneys

OFFICIAL RECORDS

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OFFICIAL RECORDS

and/or judges. These letters shall provide information as to the court reporter's expertise, including, but not limited to, the following: (a) how long the attorney has been professionally associated with the court reporter; and (b) under what circumstances the attorney has had the opportunity to observe the court reporter's performance (*i.e.* depositions, trials, etc.).

11. The court reporter shall take and sign an oath which shall include, among other things, the promise to comply with all applicable laws, Supreme Court and local rules and administrative orders.

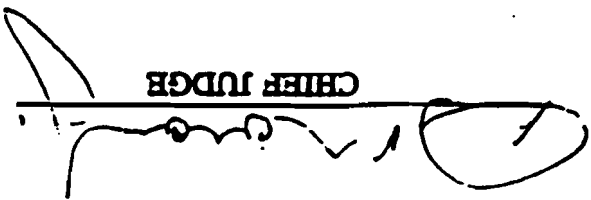
12. The Chief Judge, with the majority of the Circuit and County Court Judges concurring, shall remove a court reporter from the list where a court reporter is found not to have complied with the attestation and oath. The Chief Judge, with the majority of the Circuit and County Court Judges concurring, may also remove a court reporter from the list for other reasons.

13. A schedule of fees may be established by a majority vote of Circuit and County Court Judges which shall set a maximum amount to be charged by court reporters for court proceedings and depositions.

14. Administrative Order No. 90-13, entered on December 6, 1990 and dealing with the same subject matter, is hereby vacated and superseded.

15. This Order shall be in effect from April 1, 1994 until further order of the Court, and all terms and conditions set forth in both this administrative order and the established fee schedule shall apply unless otherwise ordered by the court.

[3-31-94amb\miscellaneous Documents\edmore3.rpt]


CHIEF JUDGE

this 31 day of March, 1994.

16. This Order shall be recorded in the Official Records of Duval County, State of Florida, and copies furnished by the Clerk to the local Bar Association for Duval County. DONE AND ORDERED in Chambers at Jacksonville, Duval County, Florida,

OFFICIAL RECORDS

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