

CONTRACT FOR REPORTING SERVICES

This contract is entered into this 1st day of October, 1997, 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 Joan Z. Fernandez d/b/a Executive Reporters, Inc., 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 in 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.

WHEREAS, the Board of County Commissioners desires to renew this contract for court reporter services for a two year period.

NOW, THEREFORE, for and 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, 1997**, and shall terminate on **September 30, 1999**, 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 Nassau County, Florida, including but not limited to the following areas:

- a. Circuit, Criminal, 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, 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 judgment 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. (Note: Active "RPR" and "CVR" certification requirements are waived pursuant to the guidelines set forth by the Chief Judge of the Fourth Judicial Circuit.

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 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 in the amount of \$38,000.00 shall be posted by the Reporter with the County 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. 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. The Performance Bond will be held for a period of six months. In the absence of any finance concerns or the ability to provide continued service, this requirement will cease after six months of successful completion of the contract. However, the Performance Bond will be forfeited if the Reporter fails to perform according to the specifications for

any reason and the County cancels the contract.

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. 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 paper tapes, audio tapes and/or diskettes will be dropped off in a timely manner. No court reporting invoices will be processed for payment until these items are in the possession of the court and have been verified by the Clerk's staff. Each set of notes, tapes and/or diskettes must have attached a calendar or document with the case numbers, defendants names and dates that correspond with the invoices.

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.

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 following charges by the Reporter are the agreed upon amounts to be paid during the term of this contract:

- \$ 4.95 transcript appeal
- \$ 3.30 court proceedings
- \$.25 copy
- \$ 3.30 depositions, Public Defender, State Attorney and
\$.25 copy Court Appointed Attorneys
- \$ 3.30 sworn statements, Public Defender, State Attorney
.25 copy and Court Appointed Attorneys
- \$55.00 per diem 8:00 - 12:00
- \$55.00 per diem 12:00 - 5:00 or any fraction thereof
- \$15.40 per diem before 8:00 a.m. or after 5:00 p.m. per
half hour
- \$82.50 per diem 8:00 - 12:00 weekend 1st appearance
County and city or state holidays
- \$82.50 per diem 12:00 - 5:00 weekend 1st appearance
Court and city of state holidays
- \$82.50 per diem after hour pop call or weekend for State
Attorney, Public Defender, and
Jacksonville Sheriff's Office
- Non-appearance per diem \$27.50
- \$3.30 per page original Electronic transcription
\$.25 per copy Electronic transcription
- \$55.00 per diem 8:00 - 12:00 grand jury
- \$55.00 per diem 12:00 - 5:00 grand jury
- \$15.40 per diem before 8:00 a.m. or after 5:00 p.m. per
half hour
- \$ 3.30 per page original Grand Jury

- \$.25 per page copy Grand Jury
- Daily
\$6.60 Original - \$.50 copy
- Expedite
\$4.95 Original - \$.50 copy

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 and 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 at least 36 months after the date of invoice for services rendered.

13. INCORPORATION BY REFERENCE:

The Reporter's "proposal" submitted on September 6, 1996, included a "Complaints and Grievance Plan" appearing on Bid Sheet #8. 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 Public Defender, State Attorney or appropriate Judge for verification. The invoices will then be forwarded to the Clerk's Office for payment. 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. The Reporter shall notify the Clerk in writing of any subcontractors authorized under this contract by the Reporter. The subcontractor shall bill the County directly for services the Reporter has authorized. Both the Reporter and subcontractor shall sign said notice agreeing to the work and direct billing.

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, 1999, unless either party to this contract gives written notice to the other on or before June 30, 1999, that it does not desire to extend the contract between September 30, 1999.

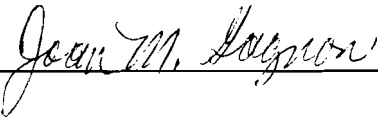
18. ENTIRETY OF CONTRACT:

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:



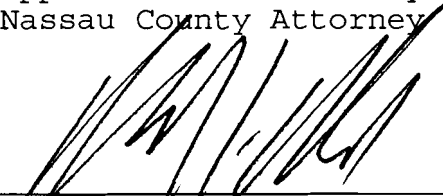
THE COUNTY:


_____ JOHN A. CRAWFORD, Chairman
Nassau County Board of
County Commissioners

ATTEST:


_____ J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk


Approved as to form by the
Nassau County Attorney


_____ MICHAEL S. MULLIN

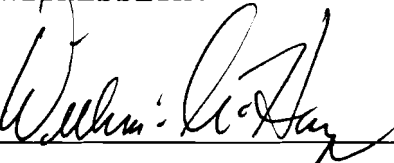
WITNESSETH:



THE COURT:


_____ Bill Parsons, Administrative Judge
In and For Nassau County
Fourth Judicial Circuit

WITNESSETH:



JOAN Z. FERNANDEZ d/b/a
EXECUTIVE REPORTERS, INC.:



97

**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. 85,085(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.

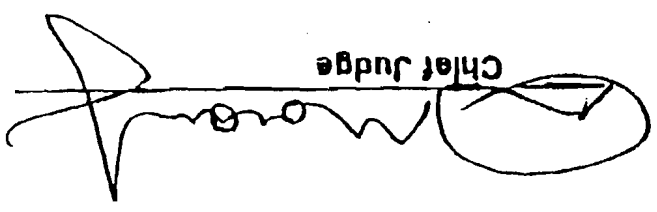
EXHIBIT A

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.

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


Chief Judge

REQUEST FOR EVALUATED BID COURT REPORTING SERVICES

BID SHEET #8

3.5 COMPLAINTS AND GRIEVANCE PLAN

The proposer/bidder shall provide a plan specifying how complaints regarding court reporters of the contractor shall be addressed including discipline or non-assignment to a judicial proceeding.

All complaints and grievances shall be directly submitted to the Bidder. In the case of late or non-appearance, demeanor, unsatisfactory work performance or any other matter after conference between Bidder and complainant to discuss the specific problem, the Court Reporter in question will initially be counseled as to the matter involved. If the situation continues, the Court Reporter will then be reprimanded and placed on probation, which may include non-assignment to specific jobs. In the case of obvious unwillingness to resolve the situation, the Court Reporter will no longer be employed by the Bidder.

If a dispute arises over a late transcript, the Court Reporter will not be assigned any job until such transcript is completed.

Any and all transcript charges will be as prescribed in the Bidder's Cost and Fee Proposal, Section 5.0 in the REQUEST FOR EVALUATED BID.

Ms. Joan Fernandez and Bill Hazes appeared before the Board regarding mileage for court reporters coming from Jacksonville to Fernandina for depositions and court work. She requested permission from the Board to discuss with Mr. Oxley and Judge Foster and Chairman Cooper the request for mileage and a raise in the court reporting fees. Mr. Mullin advised that the contract with Ms. Fernandez automatically renewed due to the provision that either side is to notify the other side by a certain date. That was not done, and the contract automatically renews as of the end of September 1999. Mr. Mullin stated that there is always a concern if a contract is amended or negotiated after it has been renewed and subjects the Board to criticism from other reporting agencies. Mr. Oxley did not feel it would be proper to renegotiate a contract after it has already been renewed. It was determined that mileage in the past had been paid by the State and not the County, and it is not addressed in the contract.