

**FIRST AMENDMENT TO  
CONTRACT FOR COURT REPORTING SERVICES**

This Amendment is entered into this 1<sup>st</sup> day of October 2001, 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 Official Reporters Incorporated, hereafter called "REPORTER".

**W I T N E S S E T H**

**WHEREAS**, on August 8, 2000 the Board of County Commissioners issued an Invitation to Bid to provide Court Reporting Services for the Circuit and County Courts of the Fourth Judicial Circuit; and

**WHEREAS**, Official Reporters Incorporated was the only bidder; and

**WHEREAS**, the County entered into a contract with REPORTER on September 25, 2000 for Court Reporting Services for a period of one year commencing October 1, 2000 and terminating on September 30, 2001 with an option to renew for four additional twelve month periods; and

**WHEREAS**, the parties have mutually agreed to extend the terms of the Contract for the first additional twelve month periods without increasing the compensation rate.

**NOW THEREFORE**, for and in consideration of the covenants and provisions set forth in the Agreement to be kept and

performed by each party, it is agreed to amend the following provisions of the contract as follows:

**1. TERM OF AGREEMENT:**

This Contract shall commence on **OCTOBER 1, ~~2000~~ 2001** and shall terminate on **SEPTEMBER 30, ~~2001~~ 2002**, subject to the option to renew set forth below.

**14. RENEWAL OF CONTRACT:**

The ~~initial~~ contract will be for one year commencing October 1, ~~2000~~ 2001 and terminate at 11:59 P.M. on September 30, ~~2001~~ 2002. The terms shall be the same as those in the original contract attached hereto as Exhibit "A" and there is no increase in compensation. The contract may be renewed by mutual agreement for ~~four (4)~~ three (3) additional twelve-month periods with a sixty (60) day notice prior to the September 30, ~~2001~~ 2002 termination date. The unit prices for subsequent renewal periods may be amended in proportion to the change in the consumer price index (southeast region) as of the anniversary of the contract. This option does not prohibit the county from declining to enact the option.

**10. 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. Reporter shall provide to the State Attorney a twenty four hour, seven day a week contact person for "pop calls".
- c. Original depositions for reading and signing shall be made available for witnesses at the Nassau County Courthouse, Yulee, Florida.
- d. The following charges by the Reporter are the agreed upon amounts to be paid during the term of this contract:

PROPOSED FEES  
COURT REPORTING SERVICES  
YEAR TWO

**APPEARANCE FEES**

Court Morning Appearance	8:00 AM - 12:00 PM	63.46
Court Afternoon Appearance	1:00 PM - 5:00 PM	63.46
Weekend Morning 1 <sup>st</sup> Appearance	8:00 AM - 12:00 PM	113.18
Weekend Afternoon 1 <sup>st</sup> Appearance	1:00 PM - 5:00 PM	113.18
Court Closing Argument		11.13
Non-Court Morning Appearance	8:00 AM - 12:00 PM	55.65
Non-Court Afternoon Appearance	1:00 PM - 5:00 PM	55.65
Non-Court After-hours appearance (between the hours of 5:00 pm - 8:00 AM)		113.18
Overtime Court & Non-Court Appearance Fee Per Half Hour (the overtime rate is paid for each half-hour that the scheduled time of a proceeding begins before or continues after the applicable morning, afternoon, weekend or after-hours appearance).		17.90
Real-time Session with Browser Unit		55.65
Real-time Session without Browser Unit		No charge
ASCII Diskette (with transcript order)		11.13
Travel Supplement Per Day		15.00

**TRANSCRIPTS**

Regular Court (Original and 2 copies) (Within 10 days)	5.15 per page
Regular Non-Court (Original only) (Within 10 days)	3.73 per page
Early Court (Original and 2 copies) (Within 6 days)	6.43 per page
Early Non-Court (Original only) (Within 6 days)	4.83 per page
Expedited Court (Original and 2 copies) (Within 72 hours)	7.70 per page
Expedited Non-Court (Original only) (Within 72 hours)	5.93 per page
Daily Court (Original and 2 copies) (Within 24 hours or less as directed)	10.25 per page
Daily Non-Court (original only) (Within 24 hours)	7.90 per page
Copy Rate	0.93 per page

**LATE TRANSCRIPT:** At the client's discretion, a transcript not provided by OFFICIAL within the time period requested by the Client may be either canceled without payment or paid at a discount page rate in accordance with the following schedule:

<u>Regular Original</u>	<u>Percentage Discount From Quoted Rate Schedule</u>
Up to 5 days past the deadline	10%
6-10 days past the deadline	25%
Over 10 days past the deadline	40%
 <u>Early Original</u>	
Up to 2 days past the deadline	10%
3-4 days past the deadline	25%
Over 4 days past the deadline	40%

Expedited Original

Up to 1 day past the deadline	15%
1-3 days past the deadline	30%
Over 3 days past the deadline	50%

**TIMELINESS IN TRANSCRIBING:** to the extent OFFICIAL is unable to locate the requested proceeding for transcription due to Client's misinformation concerning the name, time and date of the proceeding, the time period for OFFICIAL to provide the transcript shall begin to run at the time the Client provides the correct information concerning the name, time and date of the proceeding.

If the parties agree to extend the contract for an additional four years, the compensation rate schedule shall be calculated for each additional year by increasing each individual rate at the year's rate schedule by an amount equal to seventy percent (70%) of the cumulative percentage change in the Consumer Price Index for the most current August to August twelve (12) month period immediately preceding the adjustment, utilizing the Average of All Items (1982-84 = 100) U.S. City Average, All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Southeastern Region, Atlanta, Georgia (hereinafter the "CPI"). The percentage changes in the previous year's rate shall be zero percent (0%) if the CPI cumulative percentage change is decreasing during the applicable twelve (12) month period. In the event that the U.S. Department of Labor, Bureau of Statistics, Southeastern Region, ceases to publish the said CPI, the parties shall substitute another equally authoritative measure of change in the purchasing power of the U.S. Dollar so as to carry out the intent of this section. The percentage increase shall not exceed five (5) percent.

The remaining provisions of the contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this contract, in duplicate, the day and year first above written.

WITNESSETH:

\_\_\_\_\_  
\_\_\_\_\_

THE COUNTY:

*Marianne Marshall*

MARIANNE MARSHALL, Chairman  
Nassau County Board of  
County Commissioners

ATTEST:

*J.M. Oxley, Jr.*

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

APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY:

*Michael S. Mullin*

MICHAEL S. MULLIN

THE COURT:

*Robert M. Foster*

ROBERT M. FOSTER  
Administrative Judge  
In and For Nassau County  
Fourth Judicial Circuit

WITNESSETH:

*Barbara Hall*

OFFICIAL REPORTERS, INC.

*Edward J. Powell*

EDWARD J. POWELL

EXHIBIT A  
CONTRACT FOR REPORTING SERVICES

This contract is entered into this 1st day of October, 2000, 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 Official Reporters Incorporated, 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 the only bid and said bid was reviewed by the Evaluation Committee; and

WHEREAS, the Court acknowledges that the bid of the Reporter was the only bid received.

WHEREAS, the Board of County Commissioners has reviewed the bid and contract.

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, 2000, and shall terminate on September 30, 2001, 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. Reporter's first priority shall be to provide services pursuant to this contract, as opposed to other entities.

4. MINIMUM QUALIFICATIONS FOR REPORTERS:

All individual court reporters provided by OFFICIAL to perform court reporting services under the contract shall meet the qualifications as may be established from time to time by Florida Statutes, Florida Supreme Court Order, Administrative Order, Rules of Judicial Administration and other applicable Rules of the Court.

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. **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;
- c. Termination of the contract, after written notice, by the Court and County, of intent to terminate the

contract. Said notice shall provide a ten-day notification period.

"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.

**7. 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.

8. 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.

9. 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 at the contract rate.

10. 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. Reporter shall provide to the State Attorney a twenty four hour, seven day a week contact person for "pop calls".

c. Original depositions for reading and signing shall be made available for witnesses at the Nassau County Courthouse,

Yulee, Florida.

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

PROPOSED FEES  
COURT REPORTING SERVICES  
YEAR ONE

**APPEARANCE FEES**

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Court Afternoon Appearance	1:00 p.m. - 5:00 p.m.	63.46
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3-4 Days Past the Deadline	25%
Over 4 Days Past the Deadline	40%
 <u>Expedited Original</u>	
Up to 1 Day Past the Deadline	15%

1-3 Days Past the Deadline 30%

Over 3 Days Past the Deadline 45%

Daily Original

Past the Deadline 50%

TIMELINESS IN TRANSCRIBING: to the extent OFFICIAL is unable to locate the requested proceeding for transcription due to Client's misinformation concerning the name, time and date of the proceeding, the time period for OFFICIAL to provide the transcript shall begin to run at the time the Client provides the correct information concerning the name, time and date of the proceeding.

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11. 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.

**12. ASSIGNMENTS:**

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

**13. 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.

**14. RENEWAL OF CONTRACT:**

The initial contract will be for one year commencing October 1, 2000 and terminate at 11:59 P.M. on September 30, 2001. The contract may be renewed by mutual agreement for four (4) additional twelve (12) month periods with a sixty (60) day notice

prior to the September 30, 2001 termination date. The unit prices for subsequent renewal periods may be amended in proportion to the change in the consumer price index (southeast region) as of the anniversary of the contract. This option does not prohibit the county from declining to enact the option.

15. 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.

16. MISCELLANEOUS:

Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this contract. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared the contract. The general maximum of interpretation of contracts that a contract shall be construed most strongly against the drafter shall not apply to the interpretation of this contract. This contract shall be governed, construed, and enforced in accordance with the laws of the State of Florida. Any action to interpret and/or enforce this contract shall be addressed in Nassau County, Florida by utilizing a mediator. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne

by the Consultant/Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence.

IN WITNESS WHEREOF, the parties have executed this contract, in duplicate, the day and year first above written.

WITNESSETH:

Jean L. Blanchard  
Joyce S. Scallan

THE COUNTY:

Nick D. Deonas  
NICK D. DEONAS, Chairman  
Nassau County Board of  
County Commissioners

ATTEST:

J. M. "Chip" Oxley, Jr.  
J. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY:

Michael S. Mullin  
MICHAEL S. MULLIN

WITNESSETH:

\_\_\_\_\_

THE COURT:

Robert M. Foster  
Robert M. Foster  
Administrative Judge  
In and For Nassau County  
Fourth Judicial Circuit

Edward J. Powell  
Edward J. Powell

OFFICIAL REPORTERS, INC.:

John J. Blaxen  
John J. Blaxen

WITNESSETH: