

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

This Amendment is entered into this 1st day of October 2002, 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 County entered into a contract with REPORTER on November 19, 2001 for Court Reporting Services for a period of one year commencing October 1, 2001 and terminating on September 30, 2002 with an option to renew for three additional twelve month periods; and

WHEREAS, the County entered into a contract with REPORTER on October 1, 2002 for Court Reporting Services for a period of one year commencing October 1, 2002 and terminating on September 30, 2003 with an option to renew for two additional twelve month periods; and

WHEREAS, the parties have mutually agreed to extend the terms of the contract for the period October 1, 2002 to September 30, 2003; and

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, ~~2001~~ 2002** and shall terminate on **SEPTEMBER 30, ~~2002~~ 2003**, subject to the option to renew set forth below.

14. RENEWAL OF CONTRACT:

The ~~initial~~ contract will be for one year commencing October 1, ~~2001~~ 2002 and terminate at 11:59 P.M. on September 30, ~~2002~~ 2003. The contract may be renewed by mutual agreement for ~~three (3)~~ two (2) additional twelve-month periods with a sixty (60) day notice prior to the September 30, ~~2002~~ 2003 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 charges set forth as Exhibit "A" by the REPORTER and attached hereto are the agreed upon amounts to be paid during the term of this contract.

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%

Early Original

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.

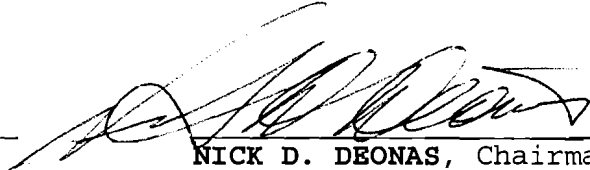
If the parties agree to extend the contract for an additional four years, the compensation rate schedule shall be calculated for each additional year by increasing each individual rate at the year's rate schedule by an amount equal to seventy percent (70%) of the cumulative percentage change in the Consumer 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:



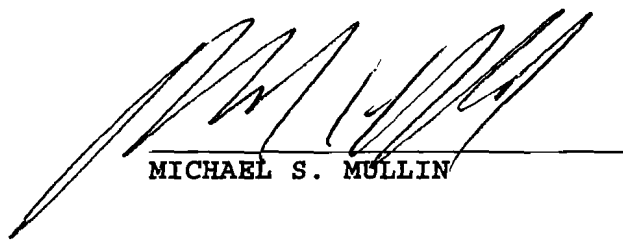
NICK D. DEONAS, Chairman
Nassau County Board of
County Commissioners

ATTEST:

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:

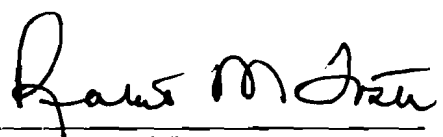


J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk



MICHAEL S. MULLIN

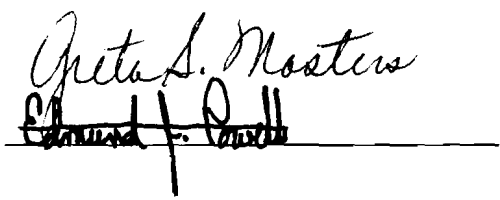
THE COURT:



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

WITNESSETH:

OFFICIAL REPORTERS, INC.



EDWARD J. POWELL
EDMUND J. POWELL

OFFICIAL REPORTERS, INC.
211 N. Liberty Street, Suite 2
Jacksonville, FL 32202
(904) 358-2090-Office / (904) 358-0062- Fax
Officialrp@aol.com

APPEARANCE FEES

PROPOSED RATES 2002-2007
(No increase for 5 years)

COURT APPEARANCES

8:00a.m. – 12:00 noon.....\$66.00
1:00 p.m. – 5:00 p.m.....\$66.00

(Court proceeding cancellation without
one-hour notice will incur full per diem.)

NON-COURT APPEARANCES

8:00 a.m. – 12:00 noon.....\$60.00
1:00 p.m. – 5:00 p.m.....\$60.00

(Non-court proceedings cancellation
without four-hours notice will incur
full per diem.)

When request is made for Realtime, the following rates will be added to the normal
appearance rates:

Court Realtime Session

8:00 a.m. – 12:00 noon.....\$66.00
1:00 p.m. – 5:00 p.m.....\$66.00

Non-court Realtime Session

8:00 a.m. – 12:00 noon.....\$60.00
1:00 p.m. – 5:00 p.m.....\$60.00

MISCELLANEOUS APPEARANCE FEES

Weekend and Holiday Court and Non-court Appearances

8:00 a.m. – 12:00 noon.....\$116.00
1:00 p.m. – 5:00 p.m.....\$116.00

Non-court After Hours Appearance

Between the hours of 5:00 p.m. – 8:00 a.m.
For a four-hour period of time.....\$116.00

After the four-hour period of time, the overtime charge of \$20.00 per half hour will be
incurred.

Overtime Court and 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).....\$20.00

Overtime Court and Non-court Appearance fee per half hour with Realtime session.

(Same as the above Overtime Court half-hour
with realtime session occurring).....\$25.00

Court Closing Argument.....\$15.00

TRANSCRIPT FEES

RATES 2002-2007 (No increase for 5 years)

Court (Original and 2 copies Within 10 days).....	\$5.15	Non-Court (Original only within 10 days).....	\$4.00
Early Court (Original and 2 copies Within 6 days).....	\$6.43	Early Non-Court (Original only within 10 days).....	\$5.00
Expedited Court (Original and 2 copies within 72 hours).....	\$7.73	Expedited Non-Court (Original only within 72 hours).....	\$6.00
Daily Court (Original and 2 copies within 24 hours).....	\$10.30	Daily Non-Court (Original only within 24 hours).....	\$8.00
Realtime Rough Draft Court.....	\$5.15	Realtime Rough Draft Non-Court	\$4.00
Copy Rate.....	\$1.00		
ASCII Diskette.....	No charge with transcript order		

RETURN BY 12-3-02

CONTRACT SIGN OFF

PROJECT NAME Court Reporter Services PROJECT # _____

VENDOR Official Court Reporters

ADDRESS 211 N. Liberty Street, Suite 2
Jacksonville, FL 32202

CONTRACT AMOUNT Fees per contract DATE REC'D _____

FUNDING SOURCE: _____

DATE TO PUBLIC WORKS DIRECTOR _____ REC'D PWD _____

DATE TO P.W. CONTRACT MGR _____ REC'D PWCM _____

DATE TO COUNTY COORDINATOR 12-2-02 REC'D CO COORD _____

DATE TO COUNTY ATTORNEY 12-2-02 REC'D CO. ATTY _____

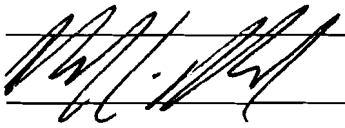
DATE TO CLERK 12-2-02 REC'D CLERK _____

CONTRACT APPROVAL

PUBLIC WORKS DIRECTOR _____ DATE _____

CONTRACT MANAGER _____ DATE _____

COUNTY COORDINATOR _____ DATE _____

COUNTY ATTORNEY  DATE 12/03/02

CLERK _____ DATE _____

APPROVAL BY BOARD OF COUNTY COMMISSIONERS

DATE SENT TO COORDINATOR FOR AGENDA PACKET _____

BOARD MEETING APPROVAL DATE _____

COPY DISTRIBUTION:
TO FINANCE DATE _____
TO VENDOR _____
TO OTHER APPROPRIATE PARTIES _____

PAYMENT & PERFORMANCE BONDS OBTAINED _____