

**AGREEMENT FOR COURT REPORTING SERVICES**

This Agreement is entered into for court reporting services with an effective date of February 1, 2005, by and between, on the one hand, Official Reporters, Inc., a Florida Corporation ("Official"), and, on the other hand, various independent state entities being the Fourth Judicial Circuit in and for the State of Florida on its own behalf ("Fourth Judicial Circuit/Itself") and on behalf of the State of Florida as the responsible party for payment of due process costs in various court proceedings ("Fourth Judicial Circuit/Due Process"),<sup>1</sup> the State Attorney's Office of the Fourth Judicial Circuit ("the State Attorney") and the Public Defender's Office of the Fourth Judicial Circuit ("the Public Defender") (all four together referred to herein after as "the Clients" or in their individual capacities as "Client").

1. *Scope of Services*

A. Official shall furnish all labor, equipment and materials necessary to provide court reporting services to the Clients, which shall include but not be limited to providing court reporting services for the following:

- i. Stenographic recording of criminal, juvenile, and other court proceedings in the Circuit and County Courts of Duval, Clay and Nassau County required by law or court order to be stenographically recorded at public expense, including but not limited to the following: Chamber hearings, all arraignments, all first appearances, all Circuit Felony Criminal Court proceedings (i.e., all hearings and trials including jury and non-jury trials), Juvenile Delinquency and Dependency Courts, jury trials in County Criminal Court, County Criminal Court evidentiary hearings.
- ii. Stenographic recording of out of court proceedings as designated by the State Attorney, Public Defender, Fourth Judicial Circuit/Itself or Fourth Judicial Circuit/Due Process by private conflict counsel appointed by a Judge of the Fourth Judicial Circuit for purposes of providing due process to a litigant or individual, including but not limited to statements of witnesses, depositions in Felony criminal cases and such other depositions as leave to incur costs has been granted by a Judge of the Fourth Judicial Circuit, and Grand Jury proceedings.
- iii. Digital or analog equipment monitors as requested by the Clients in lieu of providing a stenographic recording as otherwise could be

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<sup>1</sup>For purposes of this Agreement the Fourth Judicial Circuit/Itself and the Fourth Judicial Circuit/Due Process shall be considered separate entities as the source for funding of each are different and subject to different rules and procedures. For this reason each shall be considered as a separate "Client."

**EXECUTED AGREEMENT**

required under sub-paragraphs 1.A.i. and 1.A.ii.

- iv. All transcription of any of the foregoing proceedings or such other proceeding which has been electronically recorded.
  - v. Official shall further provide any and all other services as required under the terms of this Agreement, including but not limited to those set forth in paragraph 5, and pursuant to the terms and conditions of Request for Proposal No. 001-2005.
- B. Official shall maintain a back-up audio cassette tape or computer diskette of all proceedings reported and shall preserve the same pursuant to the terms in paragraph 5 below.
  - C. Official shall maintain at all time the necessary equipment, supplies and trained court reporters to provide "real time" reporting as requested by any one of the Clients or as mandated by federal, state and local laws, rules and regulations including, but not limited to the American with Disabilities Act. The foregoing notwithstanding, Official shall have no obligation to provide the wiring and/or connectors necessary to provide an interface between Official's equipment and the Clients' equipment.
  - D. No officers (including judges), or employees of the Clients shall be responsible for any assignment, supervision or control of individual court reporters or for procedures for accomplishing the service being provided for under this Agreement by Official.
  - E. Official shall not use the premises of the Clients for court reporting services other than to make appearances to report proceedings within the scope of this Agreement.
  - F. Separate and distinct from Official's obligations under paragraph 2.E below, Official shall administer and compile all necessary reports of services requested by the Clients or provided by Official, as requested or mandated by any division of the State of Florida or the Clients, as part and parcel of the administration of the services being provided under this agreement. This provision, however, at the sole discretion of the Clients, may be terminated, in the event one of the Clients opts (or is mandated) to compile such reports internally.
  - G. The Jacksonville Sheriff's Office, as well as any and all other local and state law enforcement agencies exercising jurisdiction within the Fourth Judicial Circuit, shall be third-party beneficiaries to this Agreement, and shall have a right to receive services at cost identical to the State Attorney's Office as provided for herein. The Clients, however, shall not be liable for any cost

associated with service provided to such agencies.

2. *Compensation, Billing and Payment*

- A. As and for compensation for providing court reporting services as provided for herein to the Clients, Official shall be paid, except as is otherwise provided elsewhere in this Agreement, for services on a per unit basis as provided for in the Fee Schedule attached as Exhibit "A." Discounts shall be applied against such fee schedule as further set forth in subparagraphs 2.E, 5.A and 5.B below and the Schedule of Discounts from Fee Schedule attached as Exhibit "B." For purposes of such schedules, the term "copies" means any full or partial copy of a previously transcribed court proceeding, deposition, statement, or the like, which is certified by Official as true and accurate in part, if less than the entire transcript is requested, or in whole, if the entire transcript is requested.
- B. Additionally, as and for compensation for administering and compiling all necessary reports of services as set forth in Paragraph 1.F. above, Official shall be paid \$2,500.00 per month. Should the Clients elect to terminate Paragraph 1.F., such that one of the Clients assumes responsibility for administering and compiling all necessary reports of services, then, in that case, Official shall not receive any compensation other than as provided for in Paragraph 2.A. above.
- C. This Agreement provides no guaranteed minimum service to be utilized by the Clients, nor does this Agreement provide for any minimum amount to be paid by or on behalf the Clients. Furthermore, any quantities used by the Clients to arrive at a "not-to-exceed amount" are for the sole benefit of the Client and are not to be construed by Official as expected usage of services under this Agreement.
- D. In the event sufficient funds are not budgeted or appropriated for the purpose of funding the court reporter services by the State of Florida to any of the Clients, then the Clients may, at their sole discretion, either:
- i. Terminate the entire Agreement, in which case the Agreement shall terminate on the last day of the last month for which there were sufficient funds, without further obligation or liability to the Clients or to the State of Florida; or
  - ii. Terminate the Agreement only as to the Client or Clients which have been affected by the budgetary or appropriation short-fall, in which case, the Agreement shall terminate as to that Client only on the last

day of the last month for which there were sufficient funds, without further obligation or liability to that Client (or the State of Florida as to that Client). The Agreement, would, however, continue in full force and effect to the other Client or Clients.

- E. Official shall invoice each individual Client on a periodic basis and furnish an itemized statement as to each individual Client covering all services provided under the terms of this Agreement for the time period to which the invoice relates. However, failure to submit appearance fee invoices within 30 days of the appearance fee will result in a 25% reduction of such appearance fee. The itemized statement shall be provided to the Client, attention to such agent or employee as designated by the Client, on a mutually agreed upon day of the month during which service was rendered. All statements shall be accompanied by supporting documentation and other back-up material as reasonably required by the Clients or the agency of the State of Florida responsible for processing payment (i.e., such agencies currently being either the Office of the State Courts Administrator or the Justice Administrative Commission.) Such statements shall, additionally, be in sufficient detail for proper pre- or post audit thereof. Each Client shall be responsible for forwarding such itemized statement to the appropriate agency of the State of Florida responsible for processing payment within 7 business days of receiving the same from Official, except that Official shall forward any invoices related to conflict attorneys to the appropriate agency of the State of Florida responsible for processing payment.
- F. In each case in which a lawyer is appointed as private conflict counsel to which Official is obligated to provide service under this Agreement, Official shall have a right to receive from such lawyer prior to the commencement of providing any service, a copy of the order appointing the lawyer in such case and a copy of the charging document (i.e., the information or indictment) in such case. Official shall have no obligation to provide service to such lawyer in such specific case until such documentation has been provided to Official. Official shall not refuse to provide service in any case in which the documentation has been provided.
- G. Payment will be made pursuant to Section 215.422, Florida Statutes. The parties further recognize that pursuant to such statute, the State of Florida is required to pay all invoices in a specified and timely manner. However, should the State fail to pay Official in such a timely manner, in no event shall the Clients be liable for the State's failure to do so. This in no way, however, bars any claim that Official may have against the State of Florida for its failure to timely pay Official.
- H. In no event shall any Client (including the agency of the State of Florida

responsible for processing payment on behalf of that specified Client) be responsible for making payments for services rendered to another Client.

3. *Term of Agreement*

- A. This Agreement shall have an effective date of February 1, 2005, and shall terminate on June 30, 2006, with an option to extend the Agreement as set forth below.
- B. Upon mutual written agreement of all parties, this Agreement may be extended for up to four (4) additional one-year periods upon the same terms and conditions as set forth herein.
- C. In addition to effecting termination pursuant to paragraph 2.D above, this Agreement may be terminated as follows:
  - i. The Clients may terminate the Agreement without cause, by providing thirty (30) days notice to Official by registered mail. The Clients' obligation upon termination is to pay that portion of the Agreement already performed by Official at the time of termination, but not yet paid by the Clients. Additionally, the Agreement as to each individual Client may be terminated by that Client, without cause, providing thirty (30) days notice to Official by registered mail. The terminating Client's obligation upon termination is to pay that portion of the Agreement already performed by Official at the time of termination, but not yet paid by that Client; or
  - ii. The Clients may terminate the Agreement for cause, for such reasons that may include, but are not limited to: Official's failure to comply with Timeliness in Reporting as required by Paragraph 5.A., Official's failure to comply with Timeliness in Transcribing as required by Paragraph 5.B., or Official's failure to comply with other terms and conditions of this Agreement. Any such failure on Official's part shall be deemed a material breach of this Agreement. If termination of the Agreement is sought to be effected based on this provision, the Clients shall give Official ten (10) days written notice of its intent to terminate the Agreement. If, after the ten (10) days, Official has not cured the default, then the Clients may terminate the Agreement. Official shall be responsible for all damages incurred by the Client as a result of Official's breach of this agreement. This provision may be invoked by each individual Client separate and apart from the other Clients, in which case this Agreement shall remain in full force and effect as to such other Clients.

4. *Minimum Qualifications for Reporters.* All individual court reporters provided by Official to perform court reporting services under the Agreement 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. *Performance Criteria*

A. *Timeliness in Reporting:*

- i. Official shall not be Late to any proceeding, deposition, statement or other such event for which Official is requested by a Client to provide court reporting services, including digital or analog equipment monitors, pursuant to the terms of this Agreement. The parties agree that repeated incidence of being Late on the part of Official will be a basis to terminate this Agreement for cause pursuant to paragraph 3.C.ii. For purposes of this Agreement "Late" means Official's failure to be present five minutes prior to the scheduled starting time for any proceeding, deposition, statement or other such event for which Official is requested by a Client to provide court reporting services pursuant to the terms of this Agreement.
- ii. Official shall provide a court reporter equipped to provide real time court reporting after being so requested 24 hours in advance. If Official fails to do so, and a court proceeding is thereupon continued, Official shall provide at such continued hearing a real time court reporter but shall receive no appearance fee for the same. However, if Official fails to provide a court reporter equipped to provide real time court reporting after being so requested 24 hours in advance, and the proceeding is not continued and Official instead provides a court reporter not equipped to provide real time court reporting, then Official shall receive no appearance fee for the court reporter so provided. Repeated incidence of failing to provide a real time court reporter when properly requested, shall be treated as a basis to terminate this Agreement for cause pursuant to paragraph 3.C.ii.

B. *Timeliness in Transcribing:*

- i. The Clients each have the right to design, implement, and from time to time, amend, a request form for use by each in requesting services from Official. The Client should specify on such form the time within which the Client seeks Official to deliver the transcript. Should the request not fall within one of the Contractual time periods set forth in the Fee Schedule attached as Exhibit "A", Official shall notify the Client of such and shall obtain from the Client any additional

information necessary in order to convert the request to one of the Contractual time periods. Official shall provide written confirmation to the requesting Client within twenty-four (24) hours of the request and shall immediately bring to the attention of the requesting Client any questions concerning the transcription, in particular, difficulty in locating the transcript based upon Client provided information. To the extent Official is unable to locate the requested proceeding for transcription due to misinformation provided by the Client 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 corrected information concerning the name, time and date of the proceeding. Official shall provide transcripts to the Client as follows:

- (1) For all time periods other than that for appeals, Official shall provide transcripts in accordance with the contractual time periods specified in the Fee Schedule attached as Exhibit "A" as interpreted in light of the additional terms set forth herein below.
- (2) For purposes of appeal:
  - (a) the trial transcripts shall be provided within thirty (30) days of the written request and designation of service. Prior to requesting an extension of time pursuant to Florida Supreme Court Rules, Official must obtain the prior written approval of the State Attorney or the Public Defender;
  - (b) Notwithstanding the Florida Supreme Court's granting an extension of time, an extension without the State Attorney or Public Defender's prior written approval shall be considered a late transcript.
- (3) When the time period for providing a transcript is based upon days instead of hours (as explicitly stated in Exhibit "A"), the deadline for providing a transcript shall be 5:00 p.m. on the day the transcript is due. Additionally, when the time period is based upon days instead of hours, where the deadline falls upon a Saturday, Sunday or legal holiday, the deadline shall be extended to the beginning of the next day which is not a Saturday, Sunday or legal holiday without considering the transcript as late.

- (4) Official shall neither charge nor be paid additional compensation or a higher rate for transcripts provided to the Client earlier than the time period requested by the Client.
  - (5) However, a transcript not provided by Official within the time period requested by the Client may be either canceled by the Client, without any obligation by the Client to pay Official, or the Client may accept the transcript, and the Client shall only pay Official a discounted page rate in accordance with the Schedule of Discounts from Fee Schedule for Late Delivery of Transcripts attached hereto as Exhibit "B."
  - (6) Should one of the Clients and Official have a disagreement as to the timeliness in providing a requested transcript, then the affected Client, acting through an upper level manager, and Official, acting through one of its principals or its manager, shall attempt to resolve the issue by discussing the matter in person or telephonically.
- ii. Accuracy: For every ten (10) pages of transcript, there shall be no more than one (1) error, including, but not limited to, typographical error, misspelling (excluding the correct spelling of proper nouns), grammatical error, and incorrect transcription of testimony.
  - iii. Accessibility: Between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Official shall maintain a sufficiently staffed office such that the Client may immediately access personnel for purposes of requesting reporting and transcribing services. At all other times, Official shall be accessible by pager and shall contact the Client within fifteen (15) minutes of the Client's pager message.
  - iv. Accountability: Official shall be accountable for all of its court reporters including, but not limited to, subcontractors and shall take whatever measures necessary to assure that transcripts are provided to the Client within the requested time period.
  - v. Cancellation of Service:
    - (1) Cancellation of Transcript: The Client may cancel a request for transcript at any time, and the Client shall only pay Official the cost of the pages already transcribed at the applicable page rate. Notwithstanding the preceding, the Client may cancel a late transcript, pursuant to paragraph 5.B.i.(5), and the Client have no obligation to pay Official.



- (2) Cancellation of Non-Court Appearance: The Client shall not pay Official an appearance fee when the Client cancels a scheduled non-court appearance so long as the Client notifies Official of such cancellation at least four (4) hours prior to the scheduled appearance. Otherwise, the Client shall pay Official the applicable appearance fee.
- (3) Cancellation of Court Appearances: The Client shall not pay Official an appearance fee when the Client cancels a scheduled court appearance, unless (i) Official has confirmed the trial calendar within one (1) hour immediately prior to the scheduled appearance, and (ii) the Court appearance was subsequently canceled. Under such circumstances, the Clients shall pay Official the applicable appearance fee.

C. *Records Maintenance:*

i. Records of Services and Costs:

- (1) Official shall maintain a case log which tracks all proceedings associated with a particular case which proceedings have already been reported, transcribed and/or requested for transcription. Official shall review the case log upon each request for a transcript in order to avoid duplication of original transcripts. Official shall provide a copy of the case log to the Clients and/or the Client upon request.
- (2) Official shall maintain a computer database of all billing information which shall be made available to the Clients and the Client upon request.
- (3) Official shall maintain all business records and documents relating to this Agreement and the services performed under this Agreement by Official. Within three (3) business days of a written request by any of the Clients, Official shall make available its records to the Clients for inspection and auditing. Official shall maintain all such business records and documents for a minimum of three (3) years. The Clients shall reconcile any discrepancies found between Official's charges to the Clients and the actual services provided, adjusting future payments to Official to reflect such debits and/or credits as appropriate.

ii. Records of Stenographic Data:

(1) For all proceedings associated with cases in Duval County, Florida:

- (a) Official shall be responsible for preparing all court reporting records, including but not limited to stenographic notes and tapes of proceedings, for permanent storage in uniform boxes supplied by Official.
- (b) Official shall clearly identify on each end of each box the records of proceedings contained within such box.
- (c) Official shall be responsible for transporting and delivering such record boxes to the permanent storage facility maintained by the City of Jacksonville in accordance with Section 29.008, Fla. Stat. (2004), or as otherwise designated by the Clients.
- (d) Official shall adhere to all rules or regulations set forth by the City of Jacksonville, or such other entity that maintains the permanent storage facility, with regard to access and use of the facility.

(2) For all proceedings associated with cases in Clay County, Florida:

- (a) Official shall be responsible for preparing all court reporting records, including but not limited to stenographic notes and tapes of proceedings, for permanent storage in uniform boxes supplied by Official.
- (b) Official shall clearly identify on each end of each box the records of proceedings contained within such box.
- (c) Official shall be responsible for transporting and delivering such record boxes to the permanent storage facility maintained by the Clerk of the Circuit Court for Clay County, or, if applicable, by the Clay County Board of County Commissioners in accordance with Section 29.008, Fla. Stat. (2004), or as otherwise designated by the Clients.

- (d) Official shall adhere to all rules or regulations set forth by the entity that maintains the permanent storage facility, with regard to access and use of the facility.
  - (e) The requirements of 5.C.ii.(2)(a) and (b) may be waived during such time that the Clerk of the Circuit Court in and for Clay County opts to perform such tasks.
- (3) For all proceedings associated with cases in Nassau County, Florida:
- (a) Official shall be responsible for preparing all court reporting records, including but not limited to stenographic notes and tapes of proceedings, for permanent storage in uniform boxes supplied by Official.
  - (b) Official shall clearly identify on each end of each box the records of proceedings contained within such box.
  - (c) Official shall be responsible for transporting and delivering such record boxes to the permanent storage facility maintained by the Clerk of the Circuit Court in and for Nassau County, or, if applicable, by the Nassau County Board of County Commissioners in accordance with Section 29.008, Fla. Stat. (2004), or as otherwise designated by the Clients.
  - (d) Official shall adhere to all rules or regulations set forth by the entity that maintains the permanent storage facility, with regard to access and use of the facility.
  - (e) The requirements of 5.C.ii.(3)(a) and (b) may be waived during such time that the Clerk of the Circuit Court in and for Nassau County opts to perform such tasks.

6. *Indemnification*

- A. Official, including its employees, agents, and subcontractors, shall hold harmless, indemnify, and defend the clients, or any of their directors, officers, employees, representatives, and agents; the court administrator, any member of the judiciary and any employee of the court system against any claim, action, loss, damage, injury liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs ) arising out of injury (whether mental or corporeal) to persons,

including death, or damage to property, arising out of or incidental to any negligent act or omission of Official, its employees, agents, and/or subcontractors' performance of this Agreement or work performed thereunder. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

- B. In the event of the joint negligence on the part of any Client and Official, any loss shall be apportioned in accordance with the provisions of section 768.31, Florida Statutes, the Uniform Contribution Among Tortfeasors Act, as it exists on February 1, 2005.

7. *Insurance requirements*

- A. Without limiting its liability under the Agreement, Official shall procure and maintain at its sole expense during the term of the Agreement, insurance of the type and in the amounts stated below:

<u>Schedule</u>	<u>Limits</u>
<u>Workers Compensation</u> Florida statutory coverage & employer's liability (including appropriate federal acts)	Statutory/\$1,000,000
<u>Comprehensive general liability</u> <u>(occurrence basis only)</u> Premises operation products- complete operations contractual liability Independent contractors water craft , if applicable	\$1,000,000 Combined single limit per loss \$2,000,000 per aggregate
<u>Automobile Liability</u> All autos- owned, hired, or used	\$1,000,000 Combined single limit bodily Injury and property damage

- B. The State of Florida shall be named as an additional insured under all of the above coverage).

- C. Official's comprehensive general liability policy shall include contractual liability on a blanket or specific basis to cover the indemnification contained in indemnification provision set forth above.
- D. All such insurance shall be written by a company or companies approved to do business in the State of Florida. Prior to commencing any work under the contract, certificates evidencing the maintenance of said insurance shall be furnished to the Clients by Official.
- E. The insurance shall provide that no material alteration or cancellation including expiration and non-renewal, shall be effective until thirty(30) days after the Clients receive written notice of the same.
- F. Anything to the contrary notwithstanding, the liabilities of Official under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by Official shall relieve Official or its sub-contractors from responsibility to provide insurance as required by the Agreement.

8. *Obligations of the Clients*

- A. The Clients will provide Official, with utility service generally available in their respective facilities and required by Official to perform its obligations and functions under this Agreement.
- B. The Clients will provide Official with a reasonable amount of space in their respective facilities, to perform its obligations and functions under this Agreement. Official shall bear all risk of loss, damage or theft of such supplies while on the premises of the Clients.
- C. Official acknowledges that in accordance with Section 29.008, Fla. Stat. (2004), Counties are responsible for providing a permanent storage facility for archival court reporting material, and that such responsibility, in any event, is not that of the Client.
- D. Official acknowledges that the Clients will not provide employee parking. Any costs associated with parking shall be born by Official or its employees and agents.

9. *Performance Bond.*

~~The parties have agreed that in light of Official's prior history in providing court reporting services to the Clients, that no performance bond shall be required.~~

10. *Miscellaneous Provisions*

- A. **Construction.** All parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. 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 Agreement.
- B. **Assignment.** Neither this Agreement nor any of Official's rights or obligations hereunder may be assigned by Official unless agreed to by all parties in writing. Any transfer of the Agreement by merger, consolidation or liquidation, or (unless the stock of Official is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership or of power to vote on the majority of the outstanding voting stock of Official after the date hereof shall constitute an assignment of this Agreement for purposes of this section.
- C. **Non-exclusive Agreement.** This Agreement is a non-exclusive contract and does not create an exclusive relationship between the Clients and Official. Official shall be free to provide court reporting services to other public and private entities, and the Clients shall be free to obtain court reporting services through other means, individuals and entities.
- D. **Compliance with State and Federal Laws.** Official shall provide service in compliance with the requirements of federal and state laws, included but not limited to, the Americans with Disabilities Act of 1990 and Title II of the 1964 Civil Rights Act. Official by entering into this Agreement represents that it has adopted and will maintain a policy of nondiscrimination throughout the terms of the Agreement. Official agrees that on written request it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records by the client's representatives for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement, but Official shall not be required to produce for inspection any records covering periods of time prior to February 1, 2000. Such other laws, rules, regulations and court orders that Official must comply with include, but are not limited to, Chapter 119, Florida Statutes (Public Records); Section 286.11, Florida Statutes (Public Meetings); Rules 9.140 and 9.200, Florida Rules of Appellate Procedure; and Rules 2.070 and 2.075, Rules of Judicial Administration. Violation of any part of this provision by Official will be grounds for termination of the Agreement by the Clients. If any of Official's obligations under this Agreement are performed by a subcontractor, then

Official shall incorporate the requirement of this provision into the subcontract.

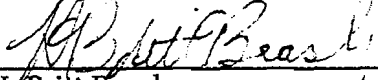
- E. Waiver of Breach. No waiver by the Clients (or an individual Client) of any breach of any provision of this Agreement by Official shall constitute a waiver of any other breach or of any other breach of the same provision. Failure of the Client (or an individual Client) to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.
- F. Remedies. The rights and remedies set forth in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- G. Taxes. Official shall be solely responsible for income taxes, FICA, and any other withholdings from its employees' and subcontractors' compensation, and Official shall comply with all federal, state and local tax laws. If any of Official's obligations under this Agreement are performed by a subcontractor, then Official shall incorporate the requirement of this provision into the subcontract.
- H. Acts of God. Performance of this Agreement by either party is subject to acts of God, disaster, strikes, civil disorders, curtailment of transportation facilities, or other emergencies making it impossible or illegal to provide services under this Agreement.
- I. Personal Services. This Agreement is for personal services only. Official is not an agent or employee of the Clients.
- J. Integration Clause. The Agreement constitutes the complete agreement of the parties. Any modification must be in writing and signed by all parties.
- K. Attorney's Fees. If any party enters into a legal or equitable action for enforcement of or damages for breach of this Agreement, the prevailing party will be entitled to recover from the non-prevailing party, court costs and attorney's fees.
- L. Governing Law. This agreement is executed and entered into in the State of Florida, and shall be construed, performed and enforced in accordance with the laws and rules of the State of Florida.
- M. Venue. Any action to interpret and/or enforce this Agreement shall be brought and maintained in the Circuit Court, Fourth Judicial Circuit, in and for Duval County, Florida.

- N. Successors. Except as otherwise provided herein, none of the provisions hereof shall inure to the benefit of any party other than the parties hereto and their respective successors and permitted assigns, or be deemed to create any rights, benefits or privileges in favor of any other party except the parties hereto.
- O. Severability. In the event that one or more of the provisions contained in this Agreement, or the application thereof, shall be held to be invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions were not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement, in duplicate, as of the last date of the last signature affixed hereon.

**FOURTH JUDICIAL CIRCUIT**

**OFFICIAL REPORTERS INC.**

By:   
H. Britt Beasley

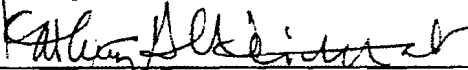
By:   
Edmund J. Powell

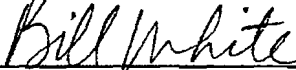
Its: Trial Court Administrator  
Dated: 3/18/05

Its: President  
Dated: 3-1-05

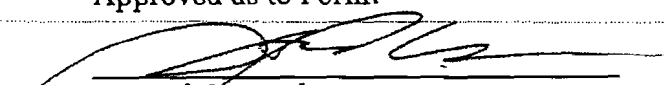
**OFFICE OF THE STATE'S ATTORNEY  
FOURTH JUDICIAL CIRCUIT**

**OFFICE OF THE PUBLIC DEFENDER  
FOURTH JUDICIAL CIRCUIT**

By:   
Kathy Weintraub  
Its: Executive Director  
Dated: 3/1/05

By:   
W. P. White  
Its: Public Defender  
Dated: 3/1/05

Approved as to Form:

  
General Counsel  
Fourth Judicial Circuit



## EXHIBIT "A" - FEE SCHEDULE

Service	State Attorney	Profile Offender	Conflict Counsel	Court	
<b>COURT REPORTER APPEARANCE FEES - WEEKDAY NON-HOLIDAY</b>					
1	8:00 am to 12:00 pm	Not Applicable	Not Applicable	Not Applicable	\$120.00
2	8:00 am to 12:30 pm	Not Applicable	\$100.00	\$100.00	Not Applicable
3	Over-time Court and Non-Court Appearance Fee Per Half Hour. The overtime rate is paid for each half hour the scheduled time of a proceeding begins before or continues after the applicable morning, afternoon, weekend, or after-hours appearance.	\$25.00	\$25.00	\$25.00	\$25.00
4	12:30 pm to 5:00 pm	Not Applicable	\$100.00	\$100.00	Not Applicable
5	1:00 pm to 5:00 pm	Not Applicable	Not Applicable	Not Applicable	\$120.00
6	First two hours of service (starting after 8:00 am but ending before 5:00 p.m. on non-holiday weekdays) (scheduled, i.e., arriving 30 minutes after call requesting service)	\$65.00	Not Applicable	Not Applicable	Not Applicable
7	First two hours of service (starting after 8:00 am but ending before 5:00 p.m. on non-holiday weekdays) (unscheduled, i.e., arriving within 30 minutes of call requesting service)	\$75.00	Not Applicable	Not Applicable	Not Applicable
8	Each additional hour or fraction thereof (starting after 8:00 am but ending before 5:00 p.m. on non-holiday weekdays)	\$25.00	Not Applicable	Not Applicable	Not Applicable
9	Grand Jury Morning Session	\$120.00	Not Applicable	Not Applicable	Not Applicable
10	Grand Jury Afternoon Session	\$120.00	Not Applicable	Not Applicable	Not Applicable
11	Closing Argument	Not Applicable	Not Applicable	Not Applicable	\$20.00
<b>COURT REPORTER APPEARANCE FEES - WEEKEND or HOLIDAY</b>					
12	8:00 am to 12:00 pm	Not Applicable	Not Applicable	Not Applicable	\$150.00
13	8:00 am to 12:30 pm	Not Applicable	\$150.00	\$150.00	Not Applicable
14	Over-time court and non-court appearance fee per half hour which is to be paid for each half hour the scheduled time of a proceeding begins before or continues after the applicable morning, afternoon, weekend, or after-hours appearance.	Not Applicable	\$25.00	\$25.00	\$25.00

Service		State Attorney	Public Defender	Conflict Counsel	Court
15	12:30 pm to 5:00 pm	Not Applicable	\$150.00	\$150.00	Not Applicable
16	1:00 pm to 5:00 pm	Not Applicable	Not Applicable	Not Applicable	\$150.00
17	First two hours of service	\$150.00	Not Applicable	Not Applicable	Not Applicable
18	Each additional hour or fraction thereof	\$50.00	Not Applicable	Not Applicable	Not Applicable
19	Grand Jury Morning Session	\$120.00	Not Applicable	Not Applicable	Not Applicable
20	Grand Jury Afternoon Session	\$120.00	Not Applicable	Not Applicable	Not Applicable
21	Closing Argument	Not Applicable	Not Applicable	Not Applicable	\$20.00
<b>DIGITAL OR ANALOG EQUIPMENT MONITOR WEEKDAY, WEEKEND AND HOLIDAY (per hour rate)</b>					
22	Any time	\$17.00	\$17.00	\$17.00	\$17.00
<b>TRANSCRIPT FEES FOR DEPOSITIONS (including word index and CD)(per page rate)</b>					
23	Original and one copy - six to ten days	\$5.00	\$5.00	\$5.00	\$5.00
24	Original and one copy - 72 hours	\$6.60	\$6.60	\$6.60	\$6.60
25	Original and one copy - 24 hours	\$8.80	\$8.80	\$8.80	\$8.80
<b>TRANSCRIPT FEES FOR COURT PROCEEDINGS (including word index and CD)(per page rate)</b>					
26	Original and two copies - appeals (see Agreement at paragraph 5.B.1.(2) for time period)	\$5.25	\$5.25	\$5.25	\$5.25
27	Original and two copies - ten days	\$5.25	\$5.25	\$5.25	\$5.25
28	Original and two copies - six days	\$6.60	\$6.60	\$6.60	\$6.60
29	Original and two copies - 72 hours	\$7.95	\$7.95	\$7.95	\$7.95
30	Original and two copies - 24 hours or less	\$10.50	\$10.50	\$10.50	\$10.50
31	Additional copies - delivery requested anytime within 10 days of request (less than one year after original transcription)	\$1.25	\$1.25	\$1.25	\$1.25

Service	State Attorney	Public Defender	Conflict Counsel	Court	
<b>ADDITIONAL COPIES AFTER ONE YEAR FOLLOWING ORIGINAL TRANSCRIPTION (per page rate)</b>					
32	Additional copies - after one year - delivery requested within six to ten days of request	\$1.25	\$1.25	\$1.25	\$1.25
33	Additional copies - after one year - delivery requested after three but less than six days of request	\$1.55	\$1.55	\$1.55	\$1.55
34	Additional copies - after one year - delivery requested after 24 but less than 72 hours of request	\$1.85	\$1.85	\$1.85	\$1.85
35	Additional copies - after one year - delivery requested within 24 hours or less of request	\$2.50	\$2.50	\$2.50	\$2.50
<b>REAL TIME SERVICES</b>					
36	Realtime data stream (i.e., data not marked for save at the end of session by court reporter)	Additional fee equal to one-half of the appearance fee	Additional fee equal to one-half of the appearance fee	Additional fee equal to one-half of the appearance fee	Additional fee equal to one-half of the appearance fee
37	Realtime data savable to computer file (i.e., data marked for save at the end of session by the court reporter) - <i>This service is only available with the order of a transcript and agreement to pay for transcript at the applicable rate.</i>	No additional charge over normal fee for transcript based on advance order time	No additional charge over normal fee for transcript based on advance order time	No additional charge over normal fee for transcript based on advance order time	No additional charge over normal fee for transcript based on advance order time
<b>CD or ASCH DISKS (ordered after delivery of transcript; not available without prior order of transcript)</b>					
38	Per Disk, Per Day of Proceedings	\$10.00	\$10.00	\$10.00	\$10.00
<b>TRAVEL FEES</b>					
39	Duval County	None	None	None	None
40	Nassau County	\$18.00	\$18.00	\$18.00	\$18.00
41	Clay County	\$24.00	\$24.00	\$24.00	\$24.00
<b>VIDEO SERVICES</b>					
42	First two hours (including set-up time)	\$220.00	\$220.00	\$220.00	\$220.00
43	Each additional hour	\$95.00	\$95.00	\$95.00	\$95.00

**EXHIBIT "B"**  
**SCHEDULE OF DISCOUNTS FROM FEE SCHEDULE**  
**FOR LATE DELIVERY OF TRANSCRIPTS**

Service	Past Deadline	Up to 1 Day Late	2 Days Late	3 Days Late	4 Days Late	5 Days Late	6-10 Days Late	Over 10 Days Late	
<b>DISCOUNT FOR LATE DELIVERY OF TRANSCRIPT FEES FOR DEPOSITIONS</b>									
1	Original and one copy - six to ten days	-	-	20.00%	35.00%	50.00%	65.00%	80.00%	95.00%
2	Original and one copy - 72 hours	-	25.00%	40.00%	55.00%	70.00%	-	-	
3	Original and one copy - 24 hours	55.00%	-	-	-	-	-	-	
<b>DISCOUNT FOR LATE DELIVERY OF TRANSCRIPT FEES FOR COURT PROCEEDINGS</b>									
4	Original and two copies - appeals (see contract for time period)	-	-	-	-	-	20.00%	35.00%	50.00%
5	Original and two copies - ten days	-	-	-	-	-	20.00%	35.00%	50.00%
6	Original and two copies - six days	-	-	20.00%	35.00%	50.00%	65.00%	80.00%	95.00%
7	Original and one copy - 72 hours	-	25.00%	40.00%	55.00%	70.00%	-	-	
8	Original and one copy - 24 hours or less	55.00%	-	-	-	-	-	-	

\* Strike through ("-") denotes not applicable.

**FIRST ADDENDUM TO**  
**AGREEMENT FOR COURT REPORTING SERVICES**

This Addendum to Agreement for Court Reporting Services is entered into with an effective date of February 1, 2005, by and between, on the one hand, Official Reporters, Inc., a Florida Corporation ("Official"), and, on the other hand, various independent state entities being the Fourth Judicial Circuit in and for the State of Florida on its own behalf ("Fourth Judicial Circuit/Itself") and on behalf of the State of Florida as the responsible party for payment of due process costs in various court proceedings ("Fourth Judicial Circuit/Due Process"),<sup>1</sup> the State Attorney's Office of the Fourth Judicial Circuit ("the State Attorney") and the Public Defender's Office of the Fourth Judicial Circuit ("the Public Defender") (all four together referred to herein after as "the Clients" or in their individual capacities as "Client").

It is the intent of the parties that this Addendum will modify the Agreement for Court Reporting Services ("Agreement") that was signed by the Office of the State Attorney, the Office of the Public Defender, and Official on March 1, 2005, and which Agreement is being signed contemporaneously herewith by the Fourth Judicial Circuit.

The Agreement shall be modified as follows:

1. Original transcript and two copies for appeals as set forth on Line 26 on Exhibit A of the Agreement shall not include a word index and CD, notwithstanding the heading stating otherwise.
2. Pursuant to Section 287.058(1)(b), mileage, as addressed on Line 40 and 41 on Exhibit A of the Agreement, shall under no circumstances exceed the amount of mileage that would otherwise be allowed by applying the terms of Section 112.061, Florida Statutes, and mileage shall be submitted in accordance with Section 112.061, Florida Statutes.
3. The renewal Terms of the Agreement, set forth in paragraph 3.B. of the Agreement, shall be limited by the requirements of Section 287.058(1)(f), Florida Statutes. Accordingly, the Term may only be renewed for two additional periods, not to exceed a total of three years, including the initial term.
4. Pursuant to Section 287.058(1)(c), Florida Statutes, the Clients shall have a right to unilaterally terminate the Agreement if Official fails to allow public access to all documents, papers, letters, or other material made or received

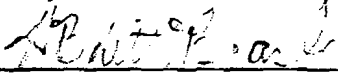
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<sup>1</sup>For purposes of this Addendum, just as with the Agreement, the Judicial Circuit/Itself and the Fourth Judicial Circuit/Due Process shall be considered separate entities as the source for funding of each are different and subject to different rules and procedures. For this reason each shall be considered as a separate "Client."

by Official in conjunction with the Agreement unless the records are exempt from Section 24(a) of Article I, of the Florida Constitution, and Section 119.07(1).

IN WITNESS WHEREOF, the parties have executed this Addendum, in duplicate, as of the last date of the last signature affixed hereon.

**FOURTH JUDICIAL CIRCUIT**

By:   
H. Britt Beasley


Its: Trial Court Administrator  
Dated: 3-8-05

**OFFICIAL REPORTERS INC.**

By:   
Edmund J. Powell

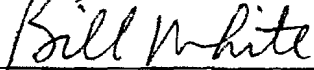
Its: President  
Dated: 3-7-05

**OFFICE OF THE STATE'S ATTORNEY  
FOURTH JUDICIAL CIRCUIT**

By:   
Kathy Weintraub


Its: Executive Director  
Dated: 3/7/05

**OFFICE OF THE PUBLIC DEFENDER  
FOURTH JUDICIAL CIRCUIT**

By:   
Bill White

Its: Public Defender  
Dated: 3/7/05

Approved as to Form:

  
General Counsel  
Fourth Judicial Circuit

Court Reporter Addendum.wpd

## Joyce Bradley

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**From:** Elaine Coats  
**Sent:** Thursday, September 09, 2004 9:19 AM  
**To:** Joyce Bradley  
**Subject:** FW: Court Reporter Contract

Elaine Coats  
Records Management Department Head  
Nassau County Clerk's Office  
1-800-958-3496 Ext. 1224  
904-548-4600 Ext. 1224  
ecoats@nassauclerk.com

-----Original Message-----

**From:** Elaine Coats  
**Sent:** Thursday, September 02, 2004 11:37 AM  
**To:** Mary Potochnik  
**Cc:** Ted Selby  
**Subject:** Court Reporter Contract

Mary,

Joyce has asked me about the Court Reporter contract that we bid out for court reporting services. As of July 1 these invoices should be paid by the State not the County. Bud Mauer is telling me that they extended all three counties contracts until December 31st. That gives them time to draft a new contract under article V provisions since the State will be paying these cost. According to him we should not have paid any invoices since July 1, I guess we didn't?

Thanks,

Elaine Coats  
Records Management Department Head  
Nassau County Clerk's Office  
1-800-958-3496 Ext. 1224  
904-548-4600 Ext. 1224  
ecoats@nassauclerk.com

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

This Amendment is entered into this 1<sup>st</sup> day of October 2003, 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 County entered into a contract with REPORTER on October 1, 2003 for Court Reporting Services for a one year period commencing October 1, 2003 and terminating on September 30, 2004 with an option to renew for one additional twelve month period; and

WHEREAS, the parties have mutually agreed to extend the terms of the contract for the period October 1, 2003 to September 30, 2004; 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, 2002~~ 2003 shall terminate on ~~SEPTEMBER 30, 2003~~ 2004, subject to the option to renew set forth below.

**14. RENEWAL OF CONTRACT:**

The ~~initial~~ contract will be for one year commencing October 1, ~~2002~~ 2003 and terminate at 11:59 P.M. on September 30, ~~2003~~ 2004. The contract may be renewed by mutual agreement for ~~two (2)~~ one (1) additional twelve-month periods with a sixty (60)

day notice prior to the September 30, ~~2003~~ 2004 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.

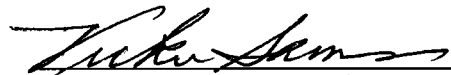
The remaining provisions of the contract shall remain in full force and effect.

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

WITNESSETH:

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

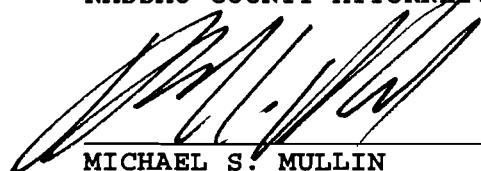
THE COUNTY:

  
\_\_\_\_\_  
VICKIE SAMUS, Chairman  
Nassau County Board of  
County Commissioners

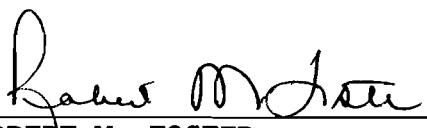
ATTEST:

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

APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY:

  
\_\_\_\_\_  
MICHAEL S. MULLIN

THE COURT:

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

WITNESSETH:

\_\_\_\_\_

OFFICIAL REPORTERS, INC.

  
\_\_\_\_\_  
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](mailto:Officialrp@aol.com)

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## 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

*Jury Rates*

**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

*MILEAGE* \_\_\_\_\_ *15.00*