

AGREEMENT FOR COURT REPORTING SERVICES

This Agreement is entered into by and between the Tenth Judicial Circuit Court (Court), in and for Polk County, Florida and _____ (Vendor).

WITNESSETH:

The Chief Judge of the Tenth Judicial Circuit Court, after consultation with the circuit and county court judges entered Administrative Order 1-22.3 implementing the circuit-wide plan for the provision of court-reporting services for all proceedings. The Court and the Vendor understand that the Court is operating under a system which utilizes employee digital court reporters and contract stenographic court reporters to record all circuit and county courts in which the Court is required to provide a transcript for appeal. This agreement is being awarded to the Court Reporter to cover stenographic court reporting needs within Polk County. In consideration of the mutual covenants and provisions herein, the Court and Vendor agree as follows:

1. TERM OF AGREEMENT: Services under this agreement shall begin on July 1, 2007, and shall terminate on June 30, 2008, unless canceled or terminated as provided herein. This contract may be renewed at the mutual agreement of both parties for two additional one-year terms after the initial contract period. The renewal option shall be exercised only if all prices, terms and conditions remain the same.

2. INDEPENDENT CONTRACTOR: No interest under the agreement may be assigned, no duties hereunder subcontracted, without prior written consent of the Court. Vendor shall perform under this agreement as an independent contractor, and nothing contained herein shall in any way be construed to imply that Vendor or Vendor's employees or subcontractors are agents, employees, partners, or joint venturers of the Court or the State of Florida. Vendor is responsible for reviewing and complying with all pertinent State and Federal laws including, but not limited to, state and local taxes, the Fair Labor Standards Act, the Americans with Disabilities Act of 1990, Title II of the 1964 Civil Rights Act, and all other applicable state and federal employment laws. Vendor is responsible for reviewing and complying with all pertinent county and city ordinances. Violation of this provision by Vendor will be grounds for termination of the agreement by the Court without liability for payment of cancellation or other charges.

3. SCOPE OF SERVICES: Vendor shall furnish court reporting services to the Court in Polk County, Florida on an as needed basis to report proceedings at the Polk County Courthouse. To accomplish this, Vendor will follow the directions of and cooperate with the Trial Coordinator and her assignees as she schedules the trials and assigns court reporting resources to those trials.

All court reporting services shall be provided pursuant to Rule 2.535 of the Florida Rules of Judicial Administration, Administrative Order No. 1-22.3 and any subsequent administrative orders and relevant law. All transcription shall also be performed consistent with the Florida Rules of Appellate Procedure and any guidance provided by the Court Administrator's Office (CAO). Additionally, Court Reporter shall also provide:

- A. Real time transcription services upon request, with reasonable notice and preparation time provided.
- B. Transcripts that comply with the Florida Rules of Judicial Administration
- C. Provisions for the control of and retention by the Court Reporter of the notes, records, and transcripts of individual court reporters and the careful maintenance of all files and records.
- D. A verbatim record of legal proceedings and accurate transcripts in the format required by the Courts of the Tenth Judicial Circuit and the Supreme Court.
- E. Timely distribution of requested transcripts. Unless a different time frame is authorized by Florida statute or rule, or ordered by a court, all transcripts will be filed with the Clerk of Court within 30 days of service of the designations to the Court Reporter. If Court Reporter is unable to complete a transcript within the time specified under this Agreement, they will file a request with the presiding court during that specified time for an extension of time for preparation of the transcript.
- F. Vendor or Vendors shall retain the record in compliance with Florida Statutes.
- G. *In the event of a natural disaster or any impending natural disaster, the Court may require that all stenographic disks and notes, and any audio and electronic recordings of any proceedings reported under this contract, be turned in to the Court after any reporting service.*

4. **QUAIFICATIONS FOR REPORTER:** All reporters shall be governed by certification requirements as may be adopted by the Florida Supreme Court.

5. **RATE SCHEDULE:** Court Reporter agrees to assess charges in accordance with the following Fee Schedule:

- A. Standard stenographic
 - i. Original, pre page
 - ii. Additional copies, per page
- B. Expedited Stenographic (within 96 hours)
 - i. Original, per page
 - ii. Additional copies, per page
- C. Expedited Stenographic (within 72 hours)
 - i. Original, per page
 - ii. Additional copies, per page
- D. Expedited Stenographic (within 48 hours)
 - i. Original, per page
 - ii. Additional copies, per page
- E. Expedited Stenographic (within 24 hours)
 - i. Original, per page
 - ii. Additional copies, per page
- F. Daily Stenographic (Overnight)
 - i. Original, per page
 - ii. Additional copies, per page
- G. Certified Transcript on computer Disk
- H. Electronic transcript (in addition to per page rate) delivered on electronic media; i.e. floppies, e-mail, DVD, CD, VHS, or any electronic media
- I. Video teleconference costs

- J. Word indexes
- K. Postage
- L. Video indexes
- M. Postage
- N. Video editing
- O. Video editing (VHS, DVD)
- P. Synchronized video transcripts
- Q. Hourly rate for travel outside contract county
- R. Other Fees/Charges

6. **TRANSCRIPTS OR PROCEEDINGS:** *Vendors shall be responsible for transcribing all proceedings reported during the term or terms of this Agreement at the rates specified in this Agreement even if transcription occurs after the conclusion of the Agreement.*

7. **REPORT:** Vendor shall provide a written statistical report to the Court Operations Consultant in care of the CAO not later than ten (10) days after the end of each month. The report will include, but not necessarily be limited to: quantity and type of proceedings covered during the reporting period; number of pages, by type of proceeding transcribed; and other information as requested.

8. **BILLING/PAYMENT:** Payment for all court reporting services that are to be paid from public funds shall concur with the schedule of fees agreed to by the parties to this Agreement. Prices will remain constant throughout the duration of the Agreement. No additional fees shall be permitted without the written amendment of the Agreement.

Morning and afternoon appearances shall be billed separately. Appearances that run beyond the half-hour mark shall be rounded up to the next half-hour for billing purposes. Additionally, for billing purposes, when an individual court reporter is ordered by the presiding judge to “stand-by” status, that time shall be billed as in-court time. And when filing for reimbursement of mileage, Court Reporter shall use a state approved reimbursement form. The link for travel information for vendors may be found at: http://www.flcourts.org/courts/crtadmin.bin/Travel_Information_052206.pdf

Payment for rendered shall be made in accordance with §215.422, Fla. Stat., on a case by case basis and only after invoice, orders, affidavits and documentation of each service is delivered as required by the Administrative Services Office (ASO). Bills for fees or other compensation for services or other expenses shall be submitted in detail sufficient for a proper pre-audit by the Trial Coordinator and post-audit by the ASO thereof.

9. **AVAILABILITY OF STATE FUNDS:** This Agreement is subject to the availability of State funds. If the legislature fails to appropriate funds specifically for the purpose of funding the services or demands a spending reduction in State budgets due to a revenue shortfall, the Court and the State will have no obligation to pay or perform under this Agreement. The Court’s and the State’s performances and obligations to pay under this Agreement are also contingent upon final spending approval from the Chief Justice of the Florida Supreme Court.

10. SUPPLIES AND EQUIPMENT: *Court Reporter is responsible for supplying its own equipment for proceedings covered under this agreement with no additional costs to the Court or the State of Florida, including monitors, connecting cables and any other equipment needed for realtime reporting in accordance with Supreme Court guidelines.*

11. ISSUANCE OF SECURITY BADGES: Security badges will be issued to all court reporter employees of Court Reporter. When a new security badge is needed, Vendor shall send the employee to the office of CAO with a letter from Vendor on Vendor's letterhead so informing the Court.

12. FACILITIES: No office space will be provided to Vendor by the Court.

13. RECORDS: Vendor shall be responsible for ensuring compliance with Rule 2.430 and Rule 2.440 of the Florida Rules of Judicial Administration and with the procedures for record retention and safekeeping, if any, set forth by the CAO and the Clerk of the Circuit Court for Polk County.

Vendor will also maintain all records made or received in conjunction with the obligations imposed by this agreement and in accordance with Rules 2.420, Florida Rules of Judicial Administration. Vendor shall retain all other records pertaining to this Agreement for five (5) years after the date of the termination of the Agreement. This includes records necessary to evaluate and substantiate payments made under this Agreement and any related employment records. Violation of this provision will be grounds for immediate termination of this Agreement.

14. CANCELLATION OF AGREEMENT: The Court reserves the right to cancel this Agreement with cause if at any time Court Reporter fails to fulfill or abide by any of the terms or conditions specified. In addition to all other legal remedies available, the Court reserves the right to cancel and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time as determined by the Court. Either the Court or Vendor may terminate this Agreement in whole or in part with thirty days written notice to the other party.

15. ADDITIONAL SERVICES: The Court may request additional court reporting services under this Agreement at any time. Vendor will be compensated for such additional services as mutually agreed by the parties.

16. ENTIRETY OF AGREEMENT and GOVERNING LAW: This Agreement for Court Reporter Services constitutes the entire understanding of the parties. Any modifications to this Agreement must be in writing and signed by both parties. In the event legal action is commenced regarding this Agreement, Vendor agrees venue shall lie in Polk County.

Except as modified herein, the "Florida State Court System General Contract conditions for Services" are incorporated herein by reference; those conditions may be viewed at http://www.flcourts.org/courts/crtadmin/general_contract-conditions.shtml. The version of the "General Contract Conditions for Services" incorporated into this Agreement shall

be the version of those conditions with and effective date that includes the date that this Agreement is signed by the Vendor. If there is a conflict between the terms of this Agreement and any of the incorporated documents, then the conflict shall be resolved so that the terms of this Agreement shall prevail over the other documents of the remaining documents.

**THE TENTH CIRCUIT
IN AND FOR POLK COUNTY, FLORIDA**

COURT:

Tenth Judicial Circuit Court of Florida

Vendor:

(FIRM NAME)

By: _____

Nick Sudzina
Trial Court Administrator

By: _____

Date: _____

Date: _____

FID or SS #

Address

Approved as to Legal Form and Sufficiency

By: _____

Susan J. Best, Esq.
Court Operations Manager
(863) 534-7751

Date: _____