

SEVENTEENTH JUDICIAL CIRCUIT
OFFICE OF THE COURT ADMINISTRATOR
REQUEST FOR PROPOSALS (RFP)
PROVISION OF STENOGRAPHIC
COURT REPORTING SERVICES

RFP # 13-0001

SUBMISSION DEADLINE: APRIL 22, 2013

**Request for Proposals
Stenographic court reporting Services
Seventeenth Judicial Circuit**

Section 1. Introduction and Background

1.1 Introduction:

The Office of the Court Administrator for the Seventeenth Judicial Circuit is accepting written proposals from qualified vendors to provide stenographic court reporting services pursuant to Florida Rule of Judicial Administration Rule 2.535 and Seventeenth Judicial Circuit Administrative Orders 2010-45-Gen and 2011-22-Gen for all proceedings required to be recorded at public expense. The intent of this proposal is to contract with one or more vendors to perform stenographic court reporting services for the Seventeenth Judicial Circuit.

1.2 Background

The funding of stenographic court reporting services had traditionally been borne by the counties; however, effective July 1, 2004, this became a state obligation. The term “court reporting” in this document is used to describe the contemporaneous recording of words and events in a judicial proceeding, by stenographic means, and the subsequent conversion of the record into written text or “transcription.”

The service period being considered will commence July 1, 2013. The service delivery solution can include one or more methods of recording and transcription of the court record for various court divisions and proceedings. The proposal must include personnel and equipment required to provide the stenographic court reporting service for the circuit.

The evaluation of the proposals is by representatives of the Seventeenth Judicial Circuit.

Section 2. Purpose and Scope of Services

Proposals are hereby invited for furnishing all labor, necessary stenographic equipment, and all other necessary equipment to provide stenographic court reporting services to the circuit courts in support of the judiciary, state attorneys, public defenders, attorneys from the Office of Criminal Conflict and Civil Regional Counsel (OCCCRC), attorneys, and litigants.

The purpose of stenographic court reporting for the courts is to ensure due process by creating a verbatim record of words spoken in court, allowing for the preservation of those words so that, when necessary, they can be timely and accurately transcribed. Events reported at public expense, include but are not limited to the following:

- Circuit Criminal
- Contempt matters as required by law
- Juvenile including CINS/FINS, Dependency, and Delinquency Cases
- Baker Act, Marchman Act, Guardianship, and Adult Protective Services as required by law
- Domestic Violence and Termination of Parental Rights Proceedings as required by law
- Family Law Proceedings including Title IV-D Child Support as required by law
- First Appearance Court
- State Attorney, Public Defender, private court appointed counsel for an indigent defendant or respondent, or OCCCRC Depositions*
- State Attorney Sworn Statements
- Transcription of Electronically Recorded Proceedings
- Transcription Services on an as required basis
- Other proceedings as directed by the judiciary

*Additional requirements of the state attorney, public defender, private court appointed Counsel, or OCCCRC may include: a record and transcript of witness and expert depositions in the development of a case and producing transcripts of court events, as may be required for the development of the case or in support of issues for appeal.

The above proceedings may include, but are not limited to: chamber hearings, jury trials, non-jury trials, depositions, sworn statements, arraignments, motion hearings, and all other court related matters, as required. The chief judge may designate any judicial proceeding to be electronically recorded in lieu of a stenographic court reporter.

The service provider is solely responsible for reading and completely understanding the requirements and the specifications of the items or services proposed and the following to include, but not limited to, state and federal laws, rules and administrative orders of the Supreme Court of Florida and the 17th Judicial Circuit, as currently in effect or as may be amended.

Proposals will be considered from firms providing and performing the services specified. At the start of a contract, service providers must have in place organization, facilities, equipment and trained personnel to ensure prompt and efficient service. The court reserves the sole right to determine a service provider's ability to perform in accordance with the specifications, terms and conditions of this Request for Proposals.

As specified in the RFP, the service provider is required to furnish qualified court reporters, staffing, management, administrative and supervisory control as necessary; equipment, computer equipment, printers and paper. Computer

equipment shall include real-time capability.

The service provider must meet the following minimum qualifications:

- (1.) Service Provider shall have engaged in the provision of stenographic court reporting services for a minimum of the last five (5) years.
- (2.) Service Provider shall currently employ or contract with, or demonstrate the ability to employ or contract with, enough stenographic reporters and administrative staff to adequately service the needs of, at a minimum, four (4) divisions of the Court.
- (3.) Service Provider shall currently employ, or demonstrate the ability to employ, at least one experienced real-time stenographic court reporter with related hardware, not limited to counsel tables and the judge's bench, and software to sufficiently meet the requirements of the Supreme Court for Capital Homicide Cases and the ADA. The reporter shall have CRR certification.
- (4.) Service Provider shall have the ability to provide transcripts on disks and condensed transcripts.

Stenographic court reporting staff of the Service Provider shall meet the following minimum qualifications:

- (1.) Be fluent in reading, writing, and speaking the English Language.
- (2.) Possess a certificate in stenographic court reporting from an accredited stenographic court reporting school or college, or demonstration, through at least five (5) letters of recommendation from judges and/or attorneys, of experience and abilities to perform duties.
- (3.) Have at least three (3) years of verifiable stenographic court reporting experience, including at least two (2) years of courtroom experience or as determined by Contract Administrator and Service Provider.
- (4.) Be a computer-Aided Transcript (CAT) reporter if scheduled for real-time stenographic court reporting.
- (5.) Possess a certificate of proficiency or Registered Professional Reporter (RPR) or a Certificate of Merit from the National Shorthand Reporters Association or possess a certification from any other governmental agency, which evidences, as the Service Provider may determine in his/her sole discretion, at least equivalent skills.
- (6.) Comply with state standards if the state of Florida implements certification requirements for circuit court reporters.
- (7.) Reporters shall be Notaries Public.

The service provider shall agree to provide

- transcripts that comply with Florida Rule of Judicial Administration Rule 2.535 (Court Reporting);
- notes, records, and transcripts as directed by the chief judge of the judicial circuit;
- timely distribution of transcripts; and
- careful maintenance of files and records as required by the Florida Rules of Judicial Administration or law.

The service provider shall identify a plan by which the service provider will remain informed of and utilize technological advances in stenographic court reporting equipment and services.

Section 3. Compensation

Service providers will be compensated pursuant to the rates and schedule of payments as determined by Administrative Order 2010-45-Gen, as may be amended or superseded from time to time (Appendix C) and Appearance Fees as follows:

Appearance Fees for Stenographic Reporters in Circuit Court

Rate per session: \$100.00. A session is either from 8:30 a.m. to noon or 1:30 p.m. to 5:00 p.m.

Additional Rate: \$7.50 per quarter hour for time prior to 8:30 a.m., between noon and 1:30 p.m., or after 5:00 p.m.

Appearance Fees for Real-Time Stenographic Reporters

(stenographic notes immediately converted into English text and immediately displayed through litigation-support software on a computer screen at each of the tables for counsel and the judge's bench. Judges have instant access to the unofficial court record for purposes of review, and attorneys can annotate and highlight the uncertified transcript as it appears on their computer screen)

Rate per session: \$150.00. A session is either from 8:30 a.m. to noon or 1:30 p.m. to 5:00 p.m.

Hourly rate: \$11.25 per quarter hour for time prior to 8:30 a.m., between noon and 1:30 p.m., or after 5:00 p.m.

Section 4. Inquiries/Timetable

4.1 Any questions or requests for additional information regarding this RFP shall be in writing or via email and directed to the person designated and received prior to March 31, 2013.

The contact person for questions regarding this RFP is:

Debbie R. Garr

Court Operations Manager, Room 475

201 S.E. 6 Street

Fort Lauderdale, Florida 33301

954-831-7640

954-831-6230 Fax

dgarr@17th.flcourts.org

4.2 Timetable

Request for proposal issued	March 31, 2013
Deadline for submission of written questions	April 15, 2013
Deadline for response to written questions	April 19, 2013
Deadline for submission of proposal at 4:00 p.m.	April 22, 2013
Deadline for posting of intent to award	May 24, 2013
Contract Award Date	June 14, 2013

Section 5. Proposal Process

5.1 Selection Committee

The Trial Court Administrator will appoint and empower a representative committee to review and evaluate the proposals submitted in response to this request.

5.2 Selection Criteria

The following factors will be used to evaluate proposals:

	<u>MAXIMUM POINTS</u>
Service providers' proven success and experience providing stenographic court reporting services in this or similar venue.	40
Qualifications and capability of proposed personnel and sufficient staffing levels to respond to court needs and standards	40
Service providers' financial capacity to timely develop, implement, operate and maintain its proposed contractual responsibilities	<u>20</u>
	100

5.3 Proposal Submission

Proposals shall be a typed, double spaced document of no more than twenty (20) pages exclusive of attachments. An original and five (5) copies of the proposal must be submitted.

All proposals must be addressed to:

Debbie R.Garr
 Court Operations Manager, CRS
 201 S.E 6th Street, Room 475
 Fort Lauderdale, Florida 33301

5.4 Addendums and Questions

All addendums, written questions and answers, and intent to award will be posted at www.17th.flcourts.org.

5.5 Terms and Conditions

This solicitation includes all terms and conditions contained in Appendix A, General Instructions to Respondents, and Appendix B, Contract, and Appendix C, 17th Judicial Circuit Administrative Orders.

APPENDIX

A

Florida State Courts System
Instructions to Respondents

Contents

1. Definitions.
2. General Instructions.
3. Terms and Conditions.
4. Questions.
5. Conflict of Interest.
6. Convicted Vendors.
7. Discriminatory Vendors.
8. Respondent's Representation and Authorization.
9. Performance Qualifications.
11. Electronic Posting of Notice of Intended Award.
12. Firm Response.
13. Clarifications/Revisions.
14. Minor Irregularities/Right to Reject.
15. Contract Formation.
16. Contract Overlap.
17. Public Records.
18. Protests.

1. Definitions. **The State Court System Purchasing Directives govern Procurement within the Judicial Branch. However, we adopt the definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:**

- (a) **"Court"** means the State Court System (SCS) entity that has released to solicitation.
- (b) **"Procurement Officer"** means the Court's contracting personnel, as identified in the Introductory Materials.
- (c) **"Respondent"** means the entity that submits materials to the Court in accordance with these Instructions.
- (d) **"Response"** means the material submitted by the respondent in answering the solicitation.
- (e) **"Timeline"** means the list of critical dates and actions included in the Introductory Materials.

2. General Instructions. **Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.**

3. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- **Technical Specifications,**
- **Special Conditions,**
- **Instructions to Respondents,**
- **General Conditions, and**
- **Introductory Materials.**

The Court objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

4. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Court or the State for information with the respect to this solicitation. The Court shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Court's contracting personnel.

5. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

6. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- **Submitting a bid or contract to provide any goods or services to a public entity;**
- **Submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;**
- **Submitting bids on leases of real property to a public entity;**
- **being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and**
- **transacting business with any public entity in excess of the Category Two threshold amount (35,000) provided in section 287.017 of the Florida Statutes.**

7. Discriminatory Vendors. Any entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- **submit a bid on a contract to provide any goods or services to a public entity;**
- **submit a bid on a contract with a public entity for the construction or repair of a public building or public work;**
- **submit bids on leases of real property to a public entity;**
- **be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or**
- **transact business with any public entity.**

8. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- **The respondent is not currently under suspension or debarment by the State or any other governmental authority.**
- **To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.**
- **To the best of the knowledge of the person signing the response, the respondent has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.**
- **The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.**
- **The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.**
- **The respondent has fully informed the Court in writing of all convictions of the firm, its affiliates (as defined in section 287.133 (1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.**

- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting, to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Court and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Court in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Court of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

9. Performance Qualifications. The Court reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. Respondent must be prepared, if requested by the Court, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Court determines that the conditions of the solicitation documents are not complied with, or that the

product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory or that performance is untimely, the Court may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Court to make an investigation either before or after award of the Contract, but should Court elect to do so, respondent is not relieved from fulfilling all Contract requirements.

11. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Court shall electronically post a notice of intended award at www.17th.flcourts.org. If the notice of award is delayed, in lieu of posting the notice of intended award the Court shall post a notice of the delay and revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Court a notice of protest within 72 hours after the electronic posting. The Court shall not provide tabulations or notices of award by telephone.

12. Firm Response. The Court may make an award within sixty (60) days after the date of the opening during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Court awards the Contract or the Court receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Court's sole discretion, be accepted or rejected.

13. Clarifications/Revisions. Before award, the Court reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

14. Minor Irregularities/Right to Reject. The Court reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technically, or omission if the Court determines that doing so will serve the State's best interests. The Court may reject any response not submitted in the manner specified by the solicitation documents.

15. Contract Formation. The Court shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Court until the Court signs the Contract. The Court shall not be liable for any costs

incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

16. Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Court to eliminate duplication between agreements in the manner the Court deems to be in its best interest.

17. Public Records. Florida law generously defines what constitutes a public record; see, for example, section 119.07 of the Florida Statutes and Florida Rule of Judicial Administration 2.420 as to judicial branch records. If a respondent believes that its response contains information that should not be a public record, the respondent shall clearly segregate and mark the information (for example, placing the material in a separate electronic file, and including the word "Confidential" in the filename) and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.

18. Protest. Any protest concerning this solicitation shall be made in accordance with section 6.10 of the State Court System Purchasing Directives.

APPENDIX B

Contract Number _____

This is a Contract made and entered into by and between the **SEVENTEENTH JUDICIAL CIRCUIT** (herein Court), and [], (herein Reporter) at Fort Lauderdale, Broward County, Florida.

WHEREAS, some cases require court reporter services to meet due process requirements; and

WHEREAS, the Court seeks to fulfill its responsibility by providing for court reporter services in required cases.

NOW THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Court and the Reporter agree as follows:

1. Definitions.

1.1. "Contract" means the enforceable agreement executed by the parties that sets forth the duties and responsibilities of each party. The parties to the Contract are the Court and the Reporter.

1.2. "Court" means the Seventeenth Judicial Circuit, which is a State Court System entity that is procuring services directly from the Reporter pursuant to this Contract. "Court" is also defined to include, as the context requires, the Office of State Court Administrator, the State Court System, The Florida Supreme Court, and the State of Florida.

2. Scope of Services, Qualifications, and Additional Requirements. The Reporter shall provide services to the Court as follows:

2.1. He or she shall serve at the pleasure of the Chief Judge.

2.2. He or she shall perform court reporting services for which the Reporter is retained to the best of the Reporter's ability and at the direction and request of the Court.

2.3. He or she shall possess the skills and ability to competently perform the duties of a court reporter.

2.4. The Reporter shall immediately notify the Court of any adverse action, associated with providing court reporter services taken against the Reporter and the outcome of such action.

2.5. He or she shall attend meetings/training as scheduled by the Court unless excused.

2.6. The Court may unilaterally require, in writing, changes altering, adding to, or deducting from the Contract terms, provided that such changes are within the general scope of the Contract. The Court may make an equitable adjustment in the Contract compensation if the change affects the delivery of services. Such equitable adjustments require the written consent of the Reporter, which shall not be unreasonably withheld.

3. Compensation for Services.

3.1. The Court will compensate the Reporter as follows:

Appearance Fees for Stenographic Reporters in Circuit Court

Rate per session: \$100.00. A session is either from 8:30 a.m. to noon or 1:30 p.m. to 5:00 p.m.

Hourly rate: \$7.50 per quarter hour for time prior to 8:30 a.m., between noon and 1:30 p.m., or after 5:00 p.m.

Appearance Fees for Real-Time Stenographic Reporters (stenographic notes immediately converted into English text and immediately displayed through litigation-support software on a computer screen at each of the tables for counsel and the judge's bench. Judges have instant access to the unofficial court record for purposes of review, and attorneys can annotate and highlight the uncertified transcript as it appears on their computer screen.

Rate per session: \$150.00. A session is either from 8:30 a.m. to noon or 1:30 p.m. to 5:00 p.m.

Hourly rate: \$11.25 per quarter hour for time prior to 8:30 a.m., between noon and 1:30 p.m., or after 5:00 p.m.

3.2. Unless otherwise indicated in paragraph 3.1. the Reporter will not be compensated for travel time or travel expenses.

3.3. The following items shall be included within the above referenced compensation for services: court reporting services, photocopying, long distance phone calls, parking, office supplies and all materials, office space, equipment, and facilities necessary for the support of personnel in the performance of services under this Contract.

4. Invoicing and Payment. Invoices must contain the Contract number and the appropriate vendor identification number. The Court may require any other information from the Reporter that the Court deems necessary to verify any services under the Contract. Payment will be made in accordance with §215.422, Florida Statutes, which governs time limits for payment of invoices. Invoices that must be returned to a Reporter due to preparation errors may result in a delay in payment. The Reporter may call (850) 488-3730, Monday through Friday, to inquire about the status of payments by the Court. The Court's failure to pay, or any delay in payment, shall not constitute a breach of the Contract and shall not relieve the Reporter of its or his or her obligations to the Court. The Reporter shall complete and submit the required invoice within thirty (30) days of completion of services pursuant to this Contract.

5. Lobbying and Integrity. The Reporter shall not, in the performance of duties required under this Contract use funds provided by this Contract to lobby the legislature or any state agency. The Reporter shall not, in connection with this or any other agreement with the Court, directly or indirectly, (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any judicial officer, Court officer, or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any judicial officer, Court officer or employee. For purposes of this paragraph, "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Court's Inspector General, or other authorized Court official, the Reporter shall provide any type of information deemed relevant to the Reporter's integrity or responsibility. Such information may include, but shall not be limited to, the Reporter's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Reporter shall retain such records for six (6) years after the expiration of the Contract. The Reporter agrees to reimburse the Court for the reasonable cost of investigation incurred by the Inspector General or other authorized Court official for investigations of the Reporter's compliance with the terms of this or any other agreement between the Reporter and the Court which results in the suspension or debarment of the Reporter. Such costs shall include, but shall not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Reporter shall not be responsible for any cost of investigations that do not result in the Reporter's suspension or debarment.

6. Advertising. The Reporter shall not use the Court seal, the name of any judge of the Court, the name of any Court staff, other similar identifying information in promotional or marketing materials or press releases. The Reporter may disclose that he is a contractor with the Court.

7. Indemnification. The Reporter shall be fully liable for all actions of its or his or her agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Court and its officers, agents, and employees, from suits, actions, damages, and cost of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Reporter, its or his or her agents, employees, partners, or subcontractors; provided, however, that the Reporter shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Court. Further, the Reporter shall fully indemnify, defend, and hold harmless the Court from any suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided that the Court shall give the Reporter (1) written notice of any such action or threatened action, (2) the opportunity to take over and settle or defend any such action at Reporter's sole expense, and (3) assistance in defending the action at Reporter's sole expense. The Reporter shall not be liable for any cost, expense, or compromise incurred or made by the Court in an infringement or violation action without the Reporter's prior written consent, which shall not be unreasonably withheld. If any product is the subject of an infringement or violation suit, or in the Reporter's opinion is likely to become the subject of such a suit, the Reporter may at its or his or her sole expense become non-fringing. If the Reporter is not reasonably able to modify or otherwise secure for the Court the right to continue using the product, the Reporter shall remove the product and refund the Court the amounts paid in excess of a reasonable rental for past use. The Court shall not be liable for any royalties. Unless otherwise specifically enumerated in the Contract, no party shall be liable to another for special, indirect, or consequential damages, including lost data or records (unless this Contract requires the Reporter to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Court may, in addition to other remedies available to it at law or equity and upon notice to the Reporter, retain such monies from amounts due the Reporter as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The Court may set off any liability or other obligation of the Reporter or its or his or her affiliates to the

Court against any payments due the Reporter under any Contract with the Court. The first ten dollars (\$10.00) paid on this Contract shall constitute the specific consideration for the Reporter's indemnification of the Court.

8. Limitation of Liability. For all claims against the Reporter regardless of the basis on which the claim is made, the Reporter's liability for direct damages shall be limited to the greater of \$100,000, the dollar amount of the Contract, or two times the charges submitted by the Reporter. This limitation shall not apply to claims arising under the Indemnification paragraph contained in this Contract. Unless otherwise specifically enumerated in the Contract, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract requires the Reporter to backup data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or institutional operating savings. The Court may, in addition to other remedies available to it at law or equity, and upon notice to the Reporter, retain such monies from the amounts due Reporter as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it. The Court may set off any liability or other obligation of the Reporter or his or her or its affiliates to the Court against any payments due the Reporter under any contract with the Court .

9. Suspension of Work. The Court may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interests of the Court. The Court shall provide the Reporter written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Reporter shall comply with the notice and shall not perform services for the Court. Within ninety (90) days, or any longer period agreed to by the Reporter, the Court shall either (1) issue a notice authorizing resumption of services, at which time the Reporter shall resume services or (2) terminate the Contract. Suspension of work shall not entitle the Reporter to any additional compensation except for work fully performed at the time the notice was received by the Reporter.

10. Termination.

10.1. Termination for Cause. The Court may terminate the Contract upon fourteen (14) days written notice if the Reporter fails to abide by any of the terms or conditions of the Contract or if the Reporter fails to maintain adequate progress, thus endangering performance of the Contract. The Reporter shall have seven (7) days after being notified of the Court's intent to terminate, to cure the breach identified by the Court. The

Reporter shall not be liable for any excess damages if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Reporter. The rights and remedies of the Court in this clause are in addition to any other rights and remedies provided by the law or under the Contract.

10.2. **Termination for Convenience.** Either the Court or the Reporter may terminate this Contract upon twenty (20) days written notice to the other party. Upon termination of the Contract pursuant to this provision the Reporter shall not furnish any additional services pursuant to this Contract. The Reporter shall not be entitled to recover any cancellation charges or lost profits.

10.3. **Illness.** In the event the Reporter is unable to perform this Contract due to an injury or illness, or for other similar cause beyond the control of the Reporter, then the Reporter may provide notice to the Court and be released from any and all obligations under this Contract.

10.4. **Termination for Loss of Appropriations.** In the event that appropriated funds are not available, the Court may immediately terminate this Contract upon written notice to the Reporter.

11. Force Majeure, Notice of Delay, and No Damages for Delay. The Reporter shall not be responsible for the delay resulting from his or her or its failure to perform if neither the fault nor the negligence of the Reporter or its or his or her employees or agents contributed to the delay and the delay is due directly to acts of nature (which shall be construed to be the legal term of art "act of God" and shall encompass all common law and case law decisions with regard to the term), wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Reporter's control. In case of any delay the Reporter believes is excusable, the Reporter shall notify the Court in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Reporter could not reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Reporter first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE REPORTER'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Court. The Reporter shall not be entitled to an increase in the Contract compensation or payment of any kind from the Court for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to

costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Reporter shall perform at no increased cost.

12. Public Records Requirement. The Court may terminate a Contract if the Reporter refuses to allow public access to all documents, papers, letters or other material made or received by the Reporter in conjunction with the Contract, unless the records are exempt from public access pursuant to Florida Rule of Judicial Administration 2.420. In addition, the Reporter shall retain all records made or received in conjunction with the Contract as required by the Florida Rules of Judicial Administration.

13. Laws and Regulations. The Reporter will comply with all laws, ordinances, and regulations applicable to the work required by this Contract. The Reporter is presumed to be familiar with all federal, state, and local laws, ordinances, and regulations that may in any way affect the services required in this Contract. If the Reporter is not familiar with such laws, ordinances, and regulations, the Reporter remains liable for any violation and all subsequent damages, penalties or fines. Violation of this provision by the Reporter will be grounds for termination of the Agreement by the Court without liability for payment of cancellation or other charges.

13.1. **Americans with Disabilities Act.** The Reporter should identify any products that may be used or adapted for use as required by the Americans with Disabilities Act for individuals for whom he or she is performing services for the Court under the terms of this Contract. Violation of this provision by the Reporter will be grounds for termination of the Agreement by the Court without liability for payment of cancellation or other charges.

13.2. **Compliance with Federal and State Anti-Discrimination Legislation.** In providing services or otherwise performing obligations under this Contract, the Reporter will comply with the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992 and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or disability. Violation of this provision by the Reporter will be grounds for termination of the Agreement by the Court without liability for payment of cancellation or other charges.

13.3. **Section 508 Requirements.** The Reporter must provide electronic and information technology resources in compliance with Section 508 of the Rehabilitation Act of 1973, and part III of Chapter 282, Florida Statutes. Violation of this provision by the Reporter will be

grounds for termination of the Agreement by the Court without liability for payment of cancellation or other charges.

14. Assignment. The Reporter shall not sell, assign or transfer any of its or his or her rights, duties or obligations under the Contract without the prior written consent of the Court; provided, the Reporter assigns to the Court any and all claims he or she has with respect to the Contract under the antitrust laws of the United States. In the event of any assignment, the Reporter remains secondarily liable for performance of the Contract, unless the Court expressly waives such secondary liability. The Court may assign the Contract with prior written notice to Reporter of its intent to do so.

15. Antitrust Assignment. The Reporter and the Court recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Court. Therefore, the Reporter hereby assigns to Court any and all claims for such overcharges as to goods, materials, or services purchased in connection with the Contract.

16. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Court by either the Trial Court Administrator or her designee who shall reduce the decision to writing and serve a copy on the Reporter. The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Broward County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

17. Employees, Subcontractors, and Agents. All Reporter employees, subcontractors, or agents performing work under the Contract shall be properly supervised by the Reporter and shall not provide any services required by this Contract unless authorized by this Contract or in writing by the Court. The Reporter and all of his or her employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Court. The Court will conduct, and the Reporter and all of his or her employees, subcontractors, or agents shall cooperate in providing the necessary authorization for a security background check. The Court may refuse access to, or require replacement of, any employee, subcontractor, or agent of Reporter if said individual has a conviction or withheld adjudication for a misdemeanor or felony, quality of work, change in security status, or noncompliance with the Court's security or other requirements. Such approval shall not relieve the Reporter of its or his or her obligation to perform all services in compliance with the Contract. The Court may reject and bar from any facility for cause

any of the Reporter's employees, subcontractors, or agents.

18. Security and Confidentiality. The Reporter shall comply fully with all security requirements and procedures of the Court in performance of the Contract. The Reporter shall not divulge to third parties any confidential information obtained by the Reporter or his or her agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the Court. The Reporter shall not be required to keep as confidential any information or material that is publicly available through no fault of the Reporter, material that the Reporter developed independently without relying on the Court's confidential information, or material that is otherwise obtainable under Florida law as a public record. The Reporter shall take appropriate steps with its personnel, agents, and subcontractors to insure confidentiality. The warranties of this paragraph shall survive the Contract.

19. Independent Contractor.

19.1. The parties agree this Contract is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the Court and the Reporter.

19.2. The Reporter is an independent contractor and is *wholly* responsible for the manner in which he or she performs the services required by the terms of this Contract.

19.3. The Reporter exclusively assumes the responsibility for the acts of his or her employees, subcontractors, or agents as they relate to the services to be provided pursuant to this Contract.

19.4. The Reporter and its or his or her employees, subcontractors, or agents shall not be entitled to rights or privileges of State of Florida employees and shall not be considered in any manner to be State of Florida employees.

20. No Prohibition on Private Practice.

20.1. The Reporter may engage in private practice, provided that no private case shall be accepted which causes a conflict of interest to arise. The Reporter shall not use any court reporting session to solicit, encourage, or otherwise incur future professional services with any party or attorneys as to the case for which it or he or she provided court reporting session.

20.2. The Reporter shall not charge any individual, or family member or natural or legal guardian nor receive any fee or payment from any individual or family member or

natural or legal guardian or other persons, for services rendered pursuant to this Contract.

21. No Third Party Beneficiaries. Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

22. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

23. Warranty of Ability to Perform. The Reporter warrants that, to the best of his or her or its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Reporter's ability to satisfy his or her or its Contract obligations. The Reporter warrants that neither he nor she nor it nor any affiliate is currently on the convicted vendor list maintained pursuant to §287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government. The Reporter shall immediately notify the Court in writing if his or her or its ability to perform is compromised in any manner during the term of the Contract.

24. Notices. All notices required under the Contract shall be delivered by electronic mail to the Court or Reporter at the email address reflected on the signature page of the Contract. Notices to each party shall be sent to the individual who signs the Contract on behalf of each party. Either designated recipient may notify the other, in writing, if another individual is designated as the recipient to receive notice as required by the terms of this Contract or if an email address changes.

25. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties. The Contract may only be modified or amended upon mutual written agreement of the Court and the Reporter. No alteration or modification of the Contract terms, including substitution of services, shall be valid or binding against the Court. The Court does not guarantee a minimum or maximum number of sessions to be assigned to the Reporter.

26. Waiver. The delay or failure by the Court to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Court's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

27. Annual Appropriations. The Court's performance and obligation to pay under this Contract are contingent upon the availability of funds appropriated by the Legislature.

28. Severability. If a court of competent jurisdiction deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

29. Right to Audit. Records of expenses pertaining to all services shall be kept in accordance with generally accepted accounting principles and procedures. The Reporter shall keep all records relating to this contract in such a way as to permit their inspection pursuant to Florida Rule of Judicial Administration 2.420. The Court reserves the right to audit such records.

30. Rule of Interpretation, Construction, and Headings.

30.1. All specific conditions will prevail over a general condition on the same subject.

30.2. The headings contained herein are for convenience only and are not to be utilized in construing the provisions contained herein.

30.3. Each party has reviewed and revised this Contract. The rule of construction that ambiguities are to be construed in favor of the non-drafting party shall not be employed in the construction of this Contract.

31. Real-Time Transcription Services for Persons who are Deaf or Hard of Hearing.

A Reporter that provides real-time transcription services in court proceedings to ensure effective communication by a participant who is deaf or hard of hearing and entitled to auxiliary aids or services pursuant to Title II of the Americans with Disabilities Act of 1990, should be informed that they must comply with the Florida Supreme Court Policy on Court Real-Time Transcription Services for Persons who are Deaf or Hard of Hearing.

32. Real-Time Court Reporting for the Hearing Impaired. If the Reporter provides real-time court reporting pursuant to this contract as an accommodation for the hearing impaired, the Reporter hereby acknowledges that the Court has specific standards for providing such services. Those specific standards are available from the Court.

33. Renewal. Upon mutual agreement, the Court and the Reporter may renew the Contract, in whole or part, for a period that may not exceed a total of three (3), one (1) year renewals. The renewal must be in writing and signed by both parties, and is

contingent upon satisfactory performance and availability of funds.

34. Term of Contract. This Contract shall be effective on July 1, 2013, or upon execution whichever is later, and shall terminate on June 30, 2014. No amendment or renewal of this Contract shall be valid unless the same is in writing and executed by the parties.

35. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Seventeenth Judicial Circuit of Florida

Court Reporter

By: _____
Kathleen R. Pugh
Trial Court Administrator
Broward County Courthouse
Suite 880
201 S.E. 6th Street
Fort Lauderdale, Florida 33301
email address:
contracts@17th.flcourts.org

By: _____
Name: _____
Address: _____

e-mail address

Date: _____

Date: _____

Approved as to Legal Form and Sufficiency

By: _____
Alexandra V. Rieman, General Counsel
(954) 831-7560

APPENDIX C

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

Order Number 2010-45-Gen

**ADMINISTRATIVE ORDER ESTABLISHING PROCEDURE FOR APPOINTMENT
OF COUNSEL IN CRIMINAL AND CIVIL PROCEEDINGS
AND ESTABLISHMENT OF DUE PROCESS SERVICE PROVIDER RATES**

(a) §27.40, Fla. Stat., sets forth the duties and responsibilities of the Chief Judge in establishing a registry of attorneys, to be provided to the Clerk of Courts, for appointment of counsel as authorized by law.

(b) In accordance with the authority vested in the Chief Judge by Florida Rule of Judicial Administration 2.215, it is ordered effective immediately as follows:

(1) **APPOINTMENT TO REGISTRY.** The selection, approval, and continuation of a private attorney on the Registry is a privilege, not a right and is dependent upon qualifications, training, and other factors as determined solely by the Chief Judge. The number of appointments an attorney receives is subject to the number of cases filed, the number of cases for which the Office of Public Defender (Public Defender) or Office of Criminal Conflict and Civil Regional Counsel (Regional Counsel) cannot provide representation, and the number of attorneys on the Registry. Attorneys will be added to the Registry on a quarterly basis and shall be responsible for entering into any and all Agreements required by the Justice Administrative Commission (JAC). The Chief Judge will advise JAC and Clerk of Courts (Clerk) of the attorneys to be added to or removed from the Registry. Attorneys will not be added to the Registry until the Chief Judge is notified by the JAC that the attorney has executed any and all required agreements with the JAC.

(2) **GENERAL REQUIREMENTS.**

(A) The attorney must be a member of The Florida Bar in good standing.

(B) The attorney must have either a principle office in Broward County, Florida or location in Broward County, Florida to meet with clients.

(C) The attorney must have either a telephone number with an area code for Broward County, Florida or a toll free number for the receipt of telephone calls from clients.

(D) The attorney must provide notice to the Chief Judge, Clerk, and JAC of any change in address, telephone number or e-mail address and also if the attorney is unavailable to accept appointments for any period of time due to vacations, illness, or for any other reason. Notice to the Chief Judge shall be sent to isc@17th.flcourts.org. Notice to the Clerk shall be sent to CACS@browardclerk.org. Notice to the JAC shall be in the

manner required by the JAC. Attorneys eligible to receive probate appointments shall provide a copy of the notice to guardian@17th.flcourts.org.

(E) If the attorney is appointed to a case which is confidential or exempt from public access pursuant to rule of court or statute, the attorney shall advise the JAC in writing that the name of the client, pleadings/papers, or progress docket is confidential or exempt from public access and must be redacted prior to any public dissemination.

(3) **ADDITIONAL PROBATE DIVISION REQUIREMENTS.** In addition to the general requirements set forth in paragraph 2, the Probate Division Registry categories have additional requirements as set forth herein.

(A) All private attorneys on any Probate Division Registry category are required to:

(i) Maintain in full force and effect malpractice insurance during any period of time the attorney is on the Registry. The attorney must submit proof of legal malpractice insurance being in full force and effect within 10 days of the expiration of any policy during the fiscal year to the Administrative Judge for the Probate Division. Failure to provide proof will result in an immediate suspension from the Registry until proof of insurance is provided. If the attorney fails to provide proof within 60 days of the policy expiration the attorney will be removed from the Registry and required to reapply if he or she seeks reinstatement to the Registry.

(ii) Notify the Chief Judge and Administrative Judge for the Probate Division if the private attorney is under investigation by The Florida Bar, under a criminal investigation, or has pending criminal charges. Upon delivery of the notice the attorney will be immediately suspended from the Registry for Probate Division appointments pending the outcome of The Florida Bar investigation, criminal investigation or criminal charges and review by the Chief Judge of the outcome. The Chief Judge will be the sole decision maker if the attorney is reinstated to the Registry or is removed.

(B) The initial Continuing Legal Education (CLE) for private attorneys seeking appointments for Adult Protective Services, Developmentally Disabled Adults, Emergency Temporary Guardianships, and Incapacity is 10 hours of guardianship, mental health, or elder law topics in 12 months preceding application and appointment to the Registry. Acceptable CLE courses shall include advance directives, legislative updates, mental health, capacity and courses of other similar nature but shall not include estate planning, mediation training, family law matters, or arbitration training.

(C) Private attorneys receiving appointments on a fiscal year basis, which is defined as July 1 to June 30, for Adult Protective Services, Developmentally Disabled Adults, Emergency Temporary Guardianships, and Incapacity are required to complete 6 hours of CLE in the areas of elder law, guardianship, or mental health. Acceptable CLE courses shall include advance directives, legislative updates, mental health, capacity and courses of other similar nature but shall not include estate planning, mediation training, family law matters, or arbitration training. The private attorney must provide proof no later than June 15th of each year that the attorney remains on the Registry that

he or she has met the annual CLE requirement to the Administrative Judge of the Probate Division. Failure to provide proof will result in an immediate suspension from the Registry until proof of CLE is provided. If the attorney fails to provide proof by September 1st after notice of the CLE deficiency, the attorney will be removed from the Registry and required to reapply if he or she seeks reinstatement to the Registry.

(D) Private attorneys receiving appointments for Baker Act, Marchman Act, or Admission of Inmate to Mental Health Facility cases are required to attend any course presented by the Department of Children and Families with regard to these areas. The attorney must provide proof within 90 days of the course that he or she did attend. Failure to provide proof will result in an immediate suspension from the Registry until proof of attendance is provided. If the attorney fails to provide proof within 6 months after notice of the deficiency the attorney will be removed from the Registry and required to reapply if he or she seeks reinstatement to the Registry.

(4) REMOVAL FROM REGISTRY

(A) An attorney may be removed from the Registry if, he or she:

(i) resigns. The attorney shall immediately send notice to JAC as required by the JAC. The notice shall state if the attorney is resigning from all categories to which the attorney is entitled to receive appointments or only some categories to which the attorney is entitled to receive appointments. A copy of the notice shall be provided by the attorney to the Chief Judge and Clerk and shall be relied upon, at the time of receipt, that the attorney will be removed from the Registry as set forth in the notice. A copy of the notice shall be delivered to the Chief Judge by e-mail to isc@17th.flcourts.org. The copy to the Clerk should be delivered to CACS, Room 760, Broward County Courthouse, 201 S.E. Sixth Street, Fort Lauderdale, Florida 33301. If an attorney later decides that he or she wants to be reinstated to the Registry, the attorney must file a new application to be considered by the Chief Judge.

(ii) fails to comply with terms of contract with JAC. The Chief Judge may provide notice to an attorney of any failure to comply with the terms of the contract with the JAC and provide the attorney with an opportunity to respond prior to removal from the Registry.

(iii) fails to notify the Chief Judge, Clerk, and JAC of any change in status. The removal may be temporary until such time as the attorney notifies the Chief Judge, Clerk, and JAC or may be permanent, in the discretion of the Chief Judge, based upon the nature of the change of status. The Chief Judge shall advise the Clerk if any attorney is removed from the Registry.

(iv) fails to attend hearings, except for good cause as determined by the presiding judge or general magistrate. The Chief Judge shall advise the Clerk if any attorney is removed from the Registry.

(v) fails to maintain a valid e-mail address for communication with the Chief Judge, Clerk and JAC. The Chief Judge shall advise the Clerk if any attorney is removed from the Registry.

(vi) fails to enter into any and all agreement(s) and addendums to agreement(s) as required by JAC on or before the last weekday of August for each fiscal year the attorney is eligible for inclusion on the Registry. The Chief Judge shall advise the Clerk if any attorney is removed from the Registry.

(vii) fails to enter into any and all other agreement(s) and addendums to agreement(s) as required by JAC within 30 days of a request by the JAC. The Chief Judge shall advise the Clerk if any attorney is removed from the Registry.

(viii) has his or her contract terminated by JAC.

(ix) terminates his or her contract with JAC.

(x) reassigns or subcontracts a case to another attorney.

(xi) allows another attorney to appear at a critical stage of the case who is not on the Registry.

(B) If an attorney is disbarred, suspended, has surrendered his or her license, or is not a member in good standing with The Florida Bar, the attorney must promptly notify the Chief Judge in writing. The Chief Judge does have the authority to remove an attorney from the Registry who is disbarred, suspended, surrendered his or her license, or not in good standing with The Florida Bar even if the attorney fails to provide notice. An attorney removed for any reason set forth in this paragraph, upon reinstatement to The Florida Bar, will be required to file a new application to be considered by the Chief Judge for reinstatement to the Registry.

(C) At any time an attorney is removed from the Registry and later reinstated to the Registry, the attorney will be placed at the bottom of the list for rotation for the category for which the attorney is eligible to receive appointments.

(5) NOTICES.

(A) Notices between the Chief Judge and the Clerk shall be in an electronic format.

(B) The e-mail address of the judges, general magistrates, and court administration employees are exempt from public access and shall not be disclosed by the Clerk to any individual not employed by him.

(6) SELECTION OF ATTORNEY FROM REGISTRY.

(A) The judge or general magistrate shall advise the Clerk that a name of an attorney from the Registry is required on a case when Regional Counsel is not authorized by law to provide representation or an order is entered granting his withdrawal. The judge or general magistrate shall provide the Clerk with the name of the individual for whom counsel is being appointed, the case number, and type of case.

(B) A private attorney from the Registry shall be selected for the respondent in all Chapter 744 proceedings unless the judge advises the Clerk the respondent is indigent.

(C) The attorney appointed to a case shall also have an obligation to ensure that:

- (i) the Public Defender cannot accept the case pursuant to law; or
- (ii) the Public Defender has filed a motion to withdraw and an order of withdrawal has been entered by the presiding judge; **and**
- (iii) Regional Counsel cannot accept the case pursuant to law; or
- (iv) Regional Counsel has filed a motion to withdraw and an order of withdrawal has been entered by the presiding judge.

If the attorney cannot ascertain the above requirements the attorney shall set the matter for a status conference before the presiding judge with notice to the Public Defender and/or Regional Counsel, as applicable.

(D) It shall be the responsibility of the judge to determine if an attorney is eligible for appointments in a Registry category prior to notifying the Clerk of an order of appointment not in rotating order. By way of example, it shall be the responsibility of the judge to determine if the attorney representing the parent in the dependency proceedings is eligible to represent the parent in termination of parental rights proceedings.

(E) The Clerk shall within 1 business day of entry of the order of appointment mail to the Public Defender, Regional Counsel, or private attorney the order. If time is of the essence it shall be the responsibility of the judge to notify the attorney of his or her appointment to represent a defendant, parent, or respondent.

(7) **LIST OF ATTORNEYS ON REGISTRY.** The Clerk shall provide to the Chief Judge a copy of the Registry on the first day of each month in an electronic format(s) as determined by the Chief Judge.

(8) **SCHEDULING OF ATTORNEYS FOR DEPENDENCY SHELTER HEARINGS.**

(A) The Clerk shall schedule attorneys on a quarterly basis to attend the scheduled hearings for dependency shelter hearings. The quarters are based on the State of Florida's fiscal year which is July to September, October to December, January to March, and April to June.

(B) The Administrative Judge for Unified Family Court or designee will notify the Clerk as to the dates, times, and locations of the shelter hearings at least 30 days prior to the start of each quarter.

(C) The Clerk shall select 4 names of private attorneys from the Registry who are approved for shelter hearings, assign a dummy case number for the purpose of selecting names from the Registry and otherwise schedule private attorneys to appear on weekdays which are not court holidays or the court is otherwise closed. The Clerk shall provide an electronic copy of the schedule to the judges presiding at the shelter hearings, the judicial assistants for the judges presiding at the shelter hearings, the private attorneys, and Regional Counsel. If an attorney selected from the Registry

cannot appear at the time of the shelter hearing no other private attorney may be substituted for the non appearing attorney.

(D) If a private attorney is appointed for a parent, the Clerk shall update the Registry to reflect the attorney's appointment for a dependency case and place the attorney at the bottom of the Registry for dependency appointments.

(E) The procedures as outlined for shelter hearings is to provide parents and children with an expedited process to determine if a child should remain out of his or her home.

(9) SCHEDULING OF ATTORNEYS FOR EMERGENCY TEMPORARY GUARDIANSHIP HEARINGS

(A) The Clerk shall schedule private attorneys on a quarterly basis to attend the scheduled hearings for emergency temporary guardianship hearings. The quarters are based on the State of Florida's fiscal year which is July to September, October to December, January to March, and April to June.

(B) The general magistrates for the probate division shall advise the Clerk at least 30 days prior to the commencement of each quarter the dates, times, and locations of the emergency temporary hearings.

(C) Upon securing the information as to the dates, times, and locations of the emergency temporary guardianship hearings the Clerk shall schedule private attorneys to appear at the date, time, and location of the emergency temporary guardianship hearings. The Clerk shall select 1 name of a private attorney from the Registry who is approved for emergency temporary guardianship hearings, assign a dummy case number for the purpose of selecting names from the Registry and otherwise schedule private attorneys to appear at the emergency temporary guardianship hearings.

(D) The Clerk shall provide an electronic copy of the proposed schedule to the private attorneys who shall have 5 business days to accept the date and time to appear for emergency temporary guardianship hearings. If the private attorney fails to accept the date and time, he or she shall not be scheduled for that date and the Clerk shall select another private attorney from the Registry.

(E) If an attorney, after accepting, is unable to appear at the scheduled date and time, the attorney shall notify the Clerk who shall select another attorney from the Registry.

(F) At the time of finalizing the emergency temporary guardianship hearing schedule, or upon changes to the schedule, the Clerk shall provide an electronic copy to the probate division judges, the judicial assistants for the probate division judges, the general magistrates for the probate division, the secretaries for the general magistrates for the probate division, and the private attorneys. The Clerk shall also post a copy of the schedule in his office for the probate division.

(G) Upon the filing of the emergency petition and incapacity petition, the Clerk shall update the Registry to reflect the attorney's appointment and drop the attorney to the bottom of the Registry categories for emergency temporary guardianship proceedings and incapacity proceedings.

(10) **FEES.**

(A) Fees for private attorneys shall be those as established by statute or the General Appropriations Act, whichever shall apply at the time of appointment.

(B) It is the responsibility of the attorney to maintain any and all records required by JAC to receive compensation at the conclusion of the case to which the attorney is appointed.

(C) The private attorneys scheduled for or appearing at dependency shelter hearings are not entitled to receive fees unless an order of appointment is entered by the judge appointing the attorney to the dependency case at the time of the shelter hearings.

(D) The private attorneys scheduled for emergency temporary guardianship hearings are not entitled to receive a fee unless a case is filed with the Clerk which seeks a determination of incapacity and appointment of an emergency temporary guardian.

(E) If an attorney seeks fees in excess of those established by statute or the General Appropriations Act, whichever shall apply at the time of appointment, the attorney shall comply with all statutory requirements and:

(i) file the original motion seeking excess fees with the Clerk which shall include the notice from JAC as to its approval or objections to the fees sought; and

(ii) provide a copy of the motion and notice from JAC as to its approval or objections to the fees sought to the Chief Judge with addressed stamped envelopes to the attorney and JAC.

(F) The Chief Judge upon receipt of the copy of the motion for excess fees shall enter an order setting the date and time of the hearing or enter an order designating a judge to hear the matter. It shall be in the sole discretion of the Chief Judge if he or she shall hold the hearing or designate another judge to hear the motion.

(G) If an attorney withdraws from the case and intends to seek a portion of the flat fee for representation of the defendant, parent, or respondent the attorney shall file a motion in the case with service upon JAC and the subsequently appointed attorney. The attorney subsequently appointed shall, at the conclusion of the case, provide notice to the prior attorney that the case is concluded so that:

(i) both attorneys can file any and all appropriate request for fees from JAC; and

(ii) both attorneys can file a motion before the presiding judge for an allocation of the flat fee.

(H) It shall be the responsibility of the withdrawn attorney to set the motion for hearing before the presiding judge with notice to JAC and the subsequently appointed attorney.

(I) If the respondent in a Chapter 744 proceeding is not determined indigent by the Clerk, then the attorney appointed from the Registry shall be entitled to fees and costs pursuant to Chapter 744 and is not required to file a motion for extraordinary fees.

(11) **GOOD CAUSE**

(A) The following shall be considered good cause for selecting an attorney not in strict rotation of the Registry to represent a client:

(i) The attorney was previously appointed to represent the client in another case. This shall include cases which are simultaneously pending or filed after the initial representation and the Public Defender and Regional Counsel cannot provide representation.

(ii) Statutes or rules of court require an immediate court hearing and the attorney next in rotation fails to respond to telephone calls or pages. The judicial assistant shall allow a minimum of 1 hour to contact the attorney as provided by the Clerk. If the attorney does not return the telephone call or declines the case, the judicial assistant shall contact the Clerk and request the next attorney name on the Registry for that category of cases. This procedure shall continue until such time as an attorney accepts the appointment. The cases for which this provision applies are only Emergency Temporary Guardianships and Parental Notification Waiver proceedings.

(iii) Statutes or rules of court require the appointment of the previously appointed attorney.

(B) If the Clerk is advised an attorney is out of order, the Clerk shall update the Registry so that the attorney is placed at the bottom of the Registry category in which the case was assigned.

(12) APPOINTMENT OF NON REGISTRY ATTORNEY

(A) A non Registry attorney may be appointed if:

(i) no attorneys are on the Registry for a category of cases requiring appointment of counsel; or

(ii) all attorneys on the Registry for a category of cases have withdrawn or declined the appointment of the case; or

(iii) all attorneys on the Registry for a category are precluded by statute or rule of court from accepting any additional appointments.

(B) The presiding judge shall set forth in the order of appointment that the Public Defender and Regional Counsel are unable to represent the individual and one of the reasons from paragraph (12)(A).

(C) The attorney appointed shall be ordered to execute any and all Agreements required by the JAC to be compensated and for payment of due process expenses.

(D) The Clerk shall within 1 business day of entry of the order of appointment send a copy to the private attorney. If expedited notice of the appointment is required, the judicial assistant or general magistrate shall provide verbal notice of the private attorney.

(13) COMPLAINTS. An interested person may advise the presiding judge, in writing of any matter set forth in §27.40(9), Fla. Stat. Upon receipt of the written

document with regard to any matter set forth in §27.40(9), Fla. Stat., the presiding judge shall set the matter for hearing with notice to the attorney, individual for whom the attorney was appointed to represent, the individual who wrote the court, and any other attorney who has made an appearance in the case. At the conclusion of the hearing the presiding judge shall enter an order which includes a recitation of facts as well as whether the attorney should be suspended or removed from the Registry for a specific period of time. A copy of the written document and order shall be provided to the Chief Judge at the conclusion of the hearing. The Chief Judge shall make the final decision as to whether a private attorney is temporarily or permanently removed from the Registry.

(14) **APPELLATE CASE REGISTRY REQUIREMENTS**

(A) *Criminal Division*. The Clerk and judge shall confer to determine if the private attorney selected has the qualifications as set forth herein to represent the defendant on appeal. The judge can require the private attorney selected by the Clerk to provide proof of meeting the requirements as set forth herein prior to entering the order of appointment. If the determination is made the private attorney does not meet the requirements as set forth herein to represent the defendant on appeal, the private attorney should not be appointed with the reason not by the judge and an indication why, so that the attorney remains at the top of the Registry category for the next appointment. The necessity of the judge and Clerk conferring as to the appointment of a private attorney is required as the Appropriation categories, Registry categories, and qualifications may differ and it is the responsibility of the judge to ensure that a qualified private attorney is appointed.

(i) *Misdemeanor*

Registry Category: Appellate

Appropriations Category: Misdemeanor Appeals

Length of Bar Membership: 2 years

CLE Requirement: 10 hours of CLE in appellate law OR 5 hours of CLE in appellate law and 5 hours of CLE in criminal law in the 12 months preceding the date of application and appointment to the Registry

Experience: 3 criminal appeals OR 5 criminal trials

(ii) *Second and Third Degree Felony*

Registry Category: Appellate

Appropriations Category: -Felony Appeals

Length of Bar Membership: 2 years

CLE Requirement: 10 hours of CLE in appellate law OR 5 hours of CLE in appellate law and 5 hours of CLE in criminal law in the 12 months preceding the date of application and appointment to the Registry

Experience: 3 criminal appeals OR 5 criminal trials

(iii) *Non-Capital Appeals*

Registry Category: Appellate

Appropriations Category: -Felony Appeals

Length of Bar Membership: 3 years

CLE Requirement: 10 hours of CLE in appellate law in the 12 months preceding the date of application and appointment to the Registry

Experience: 5 criminal appeals OR 10 criminal trials (The 10 criminal trials shall be defined as at least 5 felony trials and 3 criminal appeals.)

(iv) *Death Penalty Appeals*

Registry Category: Appellate - Capital

Appropriations Category: Capital Appeals

Length of Bar Membership: 5 years

CLE Requirement: 10 hours of CLE in defense of capital cases in the 24 months preceding the date of application and appointment to the Registry

Appellate or Criminal Practice Percentage: 33%

Experience:

A. 5 years of experience in criminal law AND prepared a brief for an appeal for at least 1 case which had a sentence of death imposed AND experience as lead counsel in the appeal of at least 3 felony convictions, in federal or state court, of which at least 1 was an appeal of a murder conviction OR

B. Lead counsel in the appeal of at least 6 felony convictions in federal or state court, of which at least 2 were appeals of a murder conviction

(v) *Involuntary Commitment of Sexually Violent Predators and Complex Appeals*

Registry Category: Appellate

Appropriations Category: Civil Appeal

Length of Bar Membership: 4 years

CLE Requirement: 10 hours of CLE in appellate criminal law in the 12 months preceding the date of application and appointment to the Registry

Appellate Experience: 5 criminal appeals, at least 3 of which are non-capital appeals

Appellate or Criminal Practice Percentage: 33%

(B) *Dependency Division.* The Clerk and judge shall confer to determine if the private attorney selected has the qualifications as set forth herein to represent the party appealing. The judge can require the private attorney selected by the Clerk to provide proof of meeting the requirements as set forth herein prior to entering the

order of appointment. If the determination is made the private attorney does not meet the requirements as set forth herein to represent the party appealing, the private attorney should not be appointed with the reason not by the judge and an indication why, so that the private attorney remains at the top of the Registry category for the next appointment. The necessity of the judge and Clerk conferring as to the appointment of a private attorney is required as the Appropriation categories, Registry categories, and qualifications may differ and it is the responsibility of the judge to ensure that a qualified private attorney is appointed.

(i) *Dependency and Termination of Parental Rights*

Registry Category: Appellate-Dependency

Appropriations Category: Dependency Appeals; TPR Appeals

The Appropriations category used will depend on the type of appeal.

Length of Bar Membership: 2 years

CLE Requirement: 3 hours of dependency CLE at the Family Court Conference or 3 hours of dependency CLE in the 12 months preceding the date of application and appointment to the Registry

Appellate, Dependency or Family Practice Percentage: 25%

Appellate Experience:

A. 3 years of experience in dependency or appellate law AND lead counsel in at least 3 contested dependency trials AND 3 contested termination of parental rights trials OR

B. Demonstrate knowledge through the practice of family law

(ii) *Parental Notification Waiver*

Registry Category: Appellate-Dependency

Appropriations Category: Civil Appeal

Length of Bar Membership: 5 years

CLE Requirement: 2.5 hours of Judicial Bypass of Parental Notice of Abortion Act CLE in the 12 months preceding the date of application and appointment to the Registry

Experience: A minimum of 5 constitutional law appeals. In addition, attorneys shall be familiar with the youth, privacy and constitutional issues relating to reproductive rights.

(iii) *Children/Families in Need of Services*

Registry Category: Appellate-Dependency

Appropriations Category: Civil Appeal

Length of Bar Membership: 2 years

CLE Requirement: 3 hours of dependency CLE at the Family Court Conference or 3 hours of dependency CLE in the 12 months preceding the date of application and appointment to the Registry

Appellate, Dependency or Family Practice Percentage: 25%

Appellate Experience:

A. 3 years of experience in dependency or appellate law AND lead counsel in at least 3 contested dependency trials AND 3 contested termination of parental rights trials OR

B. Demonstrate knowledge through the practice of family law

(C) *Juvenile Delinquency Appeals.* The Clerk and judge shall confer to determine if the private attorney selected has the qualifications as set forth herein to represent the minor child on appeal. The judge can require the private attorney selected by the Clerk to provide proof of meeting the requirements as set forth herein prior to entering the order of appointment. If the determination is made the private attorney does not meet the requirements as set forth herein to represent the minor on appeal, the attorney should not be appointed with the reason not by the judge and an indication why, so that the private attorney remains at the top of the registry category for the next appointment. The necessity of the judge and Clerk conferring as to the appointment of a private attorney is required as the Appropriation categories, Registry categories, and qualifications may differ and it is the responsibility of the judge to ensure that a qualified private attorney is appointed.

(i) *Misdemeanor*

Registry Category: Appellate

Appropriations Category: Juvenile Delinquency Appeals

Length of Bar Membership: 2 years

CLE Requirement: 10 hours of CLE in appellate law OR 5 hours of CLE in appellate law and 5 hours of CLE in criminal law in the 12 months preceding the date of application and appointment to the Registry

Experience: 3 criminal appeals OR 5 criminal trials

(ii) *Second and Third Degree Felony*

Registry Category: Appellate

Appropriations Category: Juvenile Delinquency Appeals

Length of Bar Membership: 2 years

CLE Requirement: 10 hours of CLE in appellate law OR 5 hours of CLE in appellate law and 5 hours of CLE in criminal law in the 12 months preceding the date of application and appointment to the Registry

Experience: 3 criminal appeals OR 5 criminal trials

(iii) *First Degree and Life Felony Appeals*

Registry Category: Appellate

Appropriations Category: Juvenile Delinquency Appeals

Length of Bar Membership: 3 years

CLE Requirement: 10 hours of CLE in appellate law in the 12 months preceding the date of application and appointment to the Registry

Experience: 5 criminal appeals OR 10 criminal trials (The 10 criminal trials shall be defined as at least 5 felony trials and 3 criminal appeals)

(15) **CRIMINAL DIVISION REGISTRY REQUIREMENTS**

Each of the following Criminal Division Registry categories shall also be used for the appointment of counsel, based upon the charge for which the appointment is required: Violation of probation and/or violation of community control (Appropriations Category: Violation of Probation-Misdemeanor (includes VOCC); contempt proceedings (Appropriations Category: Contempt Proceedings); extradition (Appropriations Category: Extradition); sections 3.850 and 3.800, F.S.¹ (Appropriations Category: Post conviction - Sections 3.850 and 3.800, F.S.)

(A) *Misdemeanor and Criminal Traffic*

Registry Category: Misdemeanor

Appropriations Category: Misdemeanor; Criminal Traffic

Length of Bar Membership: 1 year

CLE Requirement: 10 hours of criminal law CLE in the 12 months preceding the date of application and appointment to Registry

Trial Experience: 3 state or federal jury or nonjury trials

(B) *Third Degree Felony*

Registry Category: Third Degree Felony

Appropriations Category: Felony - 3rd Degree

Length of Bar Membership: 2 years

CLE Requirement: 10 hours of criminal law CLE in the 12 months preceding the date of application and appointment to the Registry

¹ This is a reference to the General Appropriations Act, however it is believed the correct reference is to Criminal Rule of Procedure proceedings pursuant to Rule 3.800 and Rule 3.850.

- Trial Experience:** Minimum of 5 criminal jury trials
- (C) ***Second Degree Felony***
Registry Category: Second Degree Felony
Appropriations Category: Felony - 2nd Degree
Length of Bar Membership: 2 years
CLE Requirement: 10 hours of criminal law CLE in the 12 months preceding the date of application and appointment to the Registry
Trial Experience: Minimum of 7 criminal jury trials, 2 of which must be felony trials
- (D) ***First Degree Felony***
Registry Category: First Degree/Life Felony
Appropriations Category: Felony - 1st Degree
Length of Bar Membership: 5 years
CLE Requirement: 10 hours of criminal law CLE in the 12 months preceding the date of application and appointment to the Registry
Trial Experience: 15 Criminal trials, 10 of which shall be jury trials and at least 5 of the jury trials in felony cases
Criminal Practice Percentage: 50%
- (E) ***Life Felony***
Registry Category: First Degree/Life Felony
Appropriations Category: Felony - Life; Felony -PBL
Length of Bar Membership: 5 years
CLE Requirement: 10 hours of criminal law CLE in the 12 months preceding the date of application and appointment to the Registry
Trial Experience: 15 Criminal trials, 10 of which shall be jury trials and at least 5 of the jury trials in felony cases
Criminal Practice Percentage: 50%
- (F) ***Capital Sexual Battery***
Registry Category: Capital Sexual Battery
Appropriations Category: Capital Sexual Battery
Length of Bar Membership: 5 years
CLE Requirement: 10 hours of criminal law CLE in the 12 months preceding the date of application and appointment to the Registry
Trial Experience: 15 Criminal trials, 10 of which shall be jury trials and at least 5 of the jury trials in felony cases
Criminal Practice Percentage: 50%

(G) *First Degree Murder (Death Penalty waived at time of appointment)*

Registry Category: First Degree/Life Felony

Appropriations Category: Felony - Life

Length of Bar Membership: 5 years**CLE Requirement:** 10 hours of criminal law CLE in the 12 months preceding the date of application and appointment to the Registry**Trial Experience:** 15 Criminal trials, 10 of which shall be jury trials and at least 5 of the jury trials in felony cases**Criminal Practice Percentage:** 50%(H) *Capital (Death Penalty not waived at the time of appointment)*(i) Lead Counsel

Registry Category: Capital

Appropriations Category: Capital - 1st Degree Murder (Lead Counsel)

Length of Bar Membership: 5 years**CLE Requirement:** 12 hours CLE specifically devoted to defense of capital cases in the 24 months preceding the date of application and appointment to the Registry**Additional Requirements:** Fla. R. Crim. P. 3.112**Trial Experience:** Lead trial counsel in no fewer than 9 state or federal jury trials of serious and complex cases which were tried to completion, as well as prior experience as lead defense counsel or co-counsel in at least 2 state or federal cases tried to completion in which the death penalty was sought. In addition, of the 9 jury trials which were tried to completion, the attorney should have been lead counsel in at least 3 cases in which the charge was murder; or alternatively, of the 9 jury trials, at least 1 was a murder trial and an additional 5 were felony jury trials.**Criminal Practice Percentage:** 50%(ii) Co-Counsel

Registry Category: Capital Co-Counsel

Appropriations Category: Capital - 1st Degree Murder (Co -Counsel)

Length of Bar Membership: 3 years**CLE Requirement:** 10 hours CLE specifically devoted to defense of capital cases in the 24 months preceding the date of application and appointment to the Registry**Additional Requirements:** Fla. R. Crim. P. 3.112**Trial Experience:** Lead counsel or co-counsel in no fewer than 3 state or federal jury trials of serious and complex cases which were tried to completion, at least 2 of which were trials in which the charge was

murder; or alternatively, of the 3 jury trials, at least 1 was a murder trial and 1 was a felony jury trial

Criminal Practice Percentage: 50%

(I) *Involuntary Civil Commitment of Sexually Violent Predator Cases (Chapter 394, Part V)*

Registry Category: Jimmy Ryce

Appropriations Category: Baker Act/Mental Health-Ch. 394, F.S.

Length of Bar Membership: 5 years

CLE Requirement: 10 hours of criminal law CLE in the 12 months preceding the date of application and appointment to the Registry

Trial Experience: 15 Criminal trials, 10 of which shall be jury trials and at least 5 of the jury trials in felony cases

Criminal Practice Percentage: 50%

(16) **DEPENDENCY DIVISION REGISTRY REQUIREMENTS**

(A) *Dependency*

Registry Category: Dependency; Dependency-Shelter Hearing

Appropriations Category: Dependency

Dependency-Shelter Hearing Registry category shall be used by the Clerk when scheduling attorneys to appear at Shelter Hearings

Length of Bar Membership: 1 year

CLE Requirement: 3 hours of dependency CLE at the Family Court Conference or 3 hours of dependency CLE in the 12 months preceding the date of application and appointment to the Registry

Family or Dependency Practice Percentage: 25%

Trial Experience: 30 hours of hearing time representing a parent or child. The hearing hours shall consist of at least 6 shelter hearings, 3 dependency hearings, and 1 termination of parental rights hearing

(B) *Termination of Parental Rights Cases (Chapter 39 and 63 Proceedings)*

Registry Category: Termination of Parental Rights

Appropriations Category: Termination of Parental Rights - Ch. 39, F.S.; Termination of Parental Rights - Ch. 63, F.S. The selection of an appropriations category is dependent on the chapter under which the action is filed.

Length of Bar Membership: 2 years

CLE Requirement: 3 hours of dependency CLE at the Family Court Conference or 3 hours of dependency CLE in the 12 months preceding the date of application and appointment to the Registry

Family or Dependency Practice Percentage: 25%

Trial Experience: 10 dependency trials OR 1 year of dependency experience

(C) *Parental Notification Waiver Cases*

Registry Category: Judicial Waiver

Appropriations Category: Parental Notification of Abortion Act

Length of Bar Membership: 5 years

CLE Requirement: 2.5 hours of Judicial Bypass of Parental Notice of Abortion Act CLE in the 12 months preceding the date of application and appointment to the Registry

Trial Experience: Minimum of 5 criminal or civil trials OR 5 adjudicatory/evidentiary hearings - In addition, attorneys shall be familiar with the youth, privacy and constitutional issues relating to reproductive rights. The attorney should also have an interest in working with teens.

(D) *Children/Families in Need of Services Cases*

Registry Category: Dependency

Appropriations Category: CINS/FINS - Ch. 984, F.S.

Length of Bar Membership: 1 year

CLE Requirement: 3 hours of dependency CLE at the Family Court Conference or 3 hours of dependency CLE in the 12 months preceding the date of application and appointment to the Registry

Family or Dependency Practice Percentage: 25%

Trial Experience: 30 hours of hearing time representing a parent or child. The hearing hours shall consist of at least 6 shelter hearings, 3 dependency hearings, and 1 termination of parental rights hearing

(E) *Emancipation*

Registry Category: Dependency

Appropriations Category: Emancipation

Length of Bar Membership: 1 year

CLE Requirement: 3 hours of dependency CLE at the Family Court Conference or 3 hours of dependency CLE in the 12 months preceding the date of application and appointment to the Registry

Family or Dependency Practice Percentage: 25%

Trial Experience: 30 hours of hearing time representing a parent or child. The hearing hours shall consist of at least 6 shelter hearings, 3 dependency hearings, and 1 termination of parental rights hearing

(17) **JUVENILE DELINQUENCY REGISTRY REQUIREMENTS**

Each of the following Juvenile Delinquency Division Registry categories shall also be used for the appointment of counsel, based upon the charge for which the appointment is required: violation of probation and/or violation of community control (Appropriations Category: Violation of Probation [VOCC] Juvenile Delinquency).

(A) ***Misdemeanor***

Registry Category: Juvenile-Misdemeanors

Appropriations Category: Juvenile Delinquency - Misdemeanor

Length of Bar Membership: 1 year

CLE Requirement: 10 hours of criminal law CLE in the 12 months preceding the date of application and appointment to the Registry

Trial Experience: 5 adjudicatory hearings or 3 criminal jury trials one of which is a second degree felony or higher

(B) ***Third Degree Felony***

Registry Category: Juvenile -Third Degree Felony

Appropriations Category: Juvenile Delinquency - 3d Degree

Length of Bar Membership: 3 years

CLE Requirement: 10 hours of criminal law CLE in the 12 months preceding the date of application and appointment to the Registry

Trial Experience: 5 adjudicatory hearings OR 3 criminal jury trials with at least 1 a second degree felony or higher

(C) ***Second Degree Felony***

Registry Category: Juvenile-Second Degree Felony

Appropriations Category: Juvenile Delinquency - 2nd Degree

Length of Bar Membership: 3 years

CLE Requirement: 10 hours of criminal law CLE in the 12 months preceding the date of application and appointment to the Registry

Trial Experience: 5 adjudicatory hearings OR 3 criminal jury trials with at least 1 a second degree felony or higher

(D) *First Degree or Life Felony*

Registry Category: Juvenile-First Degree and Life Felony
Appropriations Category: Juvenile Delinquency - 1st Degree
Felony; Juvenile Delinquency - Felony Life

The selection of an appropriations category is determined by the charge for which the minor is tried or pleads.

Length of Bar Membership: 3 years

CLE Requirement: 10 hours of criminal law CLE in the 12 months preceding the date of application and appointment to the Registry

Criminal Practice Percentage: 50%

Trial Experience: 5 adjudicatory hearings OR 3 criminal jury trials with at least 1 a second degree felony or higher

(18) **PROBATE DIVISION REGISTRY REQUIREMENTS**

(A) *Adult Protective Services*

Registry Category: Probate-Adult Protective Services
Appropriations Category: Adult Protective Services- Ch. 415, F.S.

Trial Experience: Minimum of 10 cases representing a respondent in APS proceedings and/or developmentally disabled adult proceedings and/or incapacity proceedings

(B) *Developmentally Disabled Adults*

Registry Category: Probate-Developmentally Disabled Adults
Appropriations Category: Developmentally Disabled Adult

Trial Experience: 10 cases representing a respondent in APS proceedings and/or developmentally disabled adult proceedings and/or incapacity proceedings

(C) *Emergency Temporary Guardianships*

Registry Category: Probate - Emergency Temporary Guardianship
Appropriations Category: Guardianship-Emergency-Ch. 744, F.S.

Probate - Emergency Temporary Guardianship Registry category shall be used by the Clerk when scheduling attorneys to appear at emergency hearings before the general magistrates or if there is a Petition for Emergency Temporary Guardianship to be heard at a time other than established for emergency temporary guardianship hearings.

Trial Experience: Minimum of 10 cases representing a respondent in APS proceedings and/or developmentally disabled adult proceedings and/or incapacity and/or emergency temporary guardianship proceedings (may also include 10 cases representing a guardian or proposed guardian in developmentally disabled adult proceedings or Chapter 744 proceedings)

(D) ***Guardianship Incapacity, Extraordinary Proceedings, and Restoration***

Registry Category: Incapacity

Appropriations Category: Guardianship - Ch. 744, F.S.

Trial Experience: 10 cases representing a respondent in APS proceedings and/or developmentally disabled adult proceedings and/or incapacity and/or emergency temporary guardianship proceedings (may also include 10 cases representing a guardian or proposed guardian in developmentally disabled adult proceedings or Chapter 744 proceedings)

(E) ***Medical Procedures***

Registry Category: Probate-Baker Act

Appropriations Category: Medical Procedures-Section 394.459(3), F.S.

Experience: Education or training with regard to mental health issues

(F) ***Mental Health***

Registry Category: Probate-Baker Act

Appropriations Category: Baker Act/Mental Health-Ch. 394, F.S.

Experience: Education or training with regard to mental health issues

(G) ***Substance Abuse***

Registry Category: Probate - Marchman Act

Appropriations Category: Marchman Act/Substance Abuse - Ch. 397, F.S.

Experience: Education or training with regard to substance abuse issues

(H) ***Tuberculosis***

Registry Category: Probate-Tuberculosis

Appropriations Category: Tuberculosis - Ch. 392, F.S.

Experience: Education or training with regard to tuberculosis

(I) ***Admission of Inmate to Mental Health Facility***

Registry Category: Department of Corrections Mental Health

Appropriations Category: Admission of Inmate to Mental Health Facility

Experience: Education or training with regard to mental health issues

(19) **DUE PROCESS PROVIDER RATES**

(A) The due process provider rates for costs incurred on or after July 1, 2010 shall comply with the due process provider rates as established by the Legislature. The private attorney shall also comply with all requirements of the JAC for approval of costs and payment of costs.

(B) The due process provider rates for the period of time October 1, 2007 to June 30, 2010 were:

(i) *Expert Witness Fees*

<u>Category</u>	<u>Fee Rate</u>
Downward Departure Examination	\$400.00 per examination and report
Expert Witness	\$150.00 per hour
Expert Witness – Out of Court	\$110.00 per hour

<u>Category</u>	<u>Fee Rate</u>
Expert Witness – Waiting to Testify at Court Proceeding or Deposition	\$70.00 per hour
Expert Witness – Travel	\$60.00 per hour
Expert Witness	\$1,580.00 per case
Insanity Evaluations	\$150.00 per hour
Investigators	\$38.00 per hour
Investigators	\$840.00 per case
Medical Doctors – Deposition and In Court	\$150.00 per hour
Medical Doctors – Out of Court	\$130.00 per hour
Other Pre-Trial Expert – In Court	\$100.00 per hour
Other Pre-Trial Expert – Out of Court	\$77.00 per hour
Psychological (Competency) Examination	\$250.00 per examination
Psychologist – In Court	\$140.00 per hour
Psychologist – Out of Court	\$130.00 per hour
Psychologist – Waiting to Testify at Court Proceeding or Deposition	\$85.00 per hour

(ii) *Interpreters*

Creole	\$35.00 per hour, one (1) hour minimum and \$8.75 for each quarter hour thereafter
French	\$50.00 per hour, one (1) hour minimum and \$12.50 for each quarter hour thereafter.
Portuguese	\$50.00 per hour, one (1) hour minimum and \$12.50 for each quarter hour thereafter.
Sign	\$50.00 to 75.00 per hour, two (2) hour minimum and travel expenses, and \$18.75 for each quarter hour thereafter
Spanish	\$35.00 per hour, one (1) hour minimum and \$8.75 for each quarter hour thereafter
Other	\$50.00 per hour, two (2) hour minimum and \$12.50 for each quarter hour thereafter

(iii) *Court Reporters*²

(a) Appearance Fees

<u>Time Period</u>	<u>Fee</u>
Transcription of recorded investigative statements, discovery, or reports	1 to 5 recorded items \$25.00 Each additional recorded item \$5.00
8:30 a.m. until noon	\$100.00
1:30 p.m. until 5:00 p.m.	\$100.00
Not scheduled for 8:30 a.m. to noon or 1:30 p.m. until 5:00 p.m.	\$30.00 per hour with a 2 hour minimum
Real time from 8:30 a.m. until noon	\$150.00
Real time from 1:30 p.m. until 5:00 p.m.	\$150.00
Real time not scheduled for 8:30 a.m. to noon or 1:30 p.m. until 5:00 p.m.	\$45.00 per hour with a 2 hour minimum

(b) Transcripts and ASCII Disk of Transcript

<u>Delivery Time</u>	<u>Number</u>	<u>Cost per page</u>
24 hours (overnight)	Original and 2	\$ 7.50
	Each additional copy	\$ 1.10
3 business days	Original and 2	\$ 6.50
	Each additional copy	\$ 1.10
6 business days	Original and 2	\$ 5.50
	Each additional copy	\$ 1.10
10 business days	Original and 2	\$ 5.00
	Each additional copy	\$ 1.10
Appeals	Original and 2 and disks	\$5.00
	Original and 2	\$4.00
Non certified (a transcript prepared by an individual other than the court reporter taking the proceeding)		
Recorded investigative statements, discovery, or reports - same day	Original and 1	\$7.85
Recorded investigative statements, discovery, or reports - 24 hours (overnight)	Original and 1	\$5.10

² If the Seventeenth Judicial Circuit is obligated by contract or law to pay a court reporter, these fees shall remain in effect until June 30, 2012.

<u>Delivery Time</u>	<u>Number</u>	<u>Cost per page</u>
Recorded investigative statements, discovery, or reports - 10 business days	Original and 1	\$2.75
Recorded investigative statements, discovery, or reports - 3 business days	Original and 1	\$4.15
	Each additional copy	\$1.00

(C) The due process provider rates for the period of time July 1, 2004 to September 30, 2007 were those as established by the Indigent Services Committee.

- (20) **REFERENCES.** Any and all references to the Chief Judge, Clerk, Administrative Judge, judge, general magistrate, Public Defender, or Regional Counsel shall include his or her designee.
- (21) This Administrative Order vacates and supersedes Administrative Order 2009-84-Gen.

DONE AND ORDERED in chambers in Fort Lauderdale, Broward County, Florida on July 2, 2010 nunc pro tunc July 1, 2010.

s/Victor Tobin
Victor Tobin, Chief Judge

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

Order Number 2011-22-Gen

**ADMINISTRATIVE ORDER AS TO REPORTING OF PROCEEDINGS
REQUIRED BY LAW OR RULE OF COURT OR AT PUBLIC EXPENSE**

- (a) The 17th Judicial Circuit utilizes electronic and digital recording of proceedings as required by law or rule of court.
- (b) The cost of providing services to users of the court system has increased since 2003 with public funds being spent for the utilization of electronic, or digital, or video recording or the transcription of same.
- (c) In accordance with the authority granted to the chief judge pursuant to Florida Rules of Judicial Procedure 2.215 and 2.535, it is ordered:
 - (1) Definitions. The terms as used throughout this Administrative Order shall have the following meaning.
 - (A) "Electronic and digital recording" is the capture of proceedings either electronically, digitally, or by video.
 - (B) "Court Reporter" is an individual qualified to operate a stenographic machine to take notes of proceedings and thereafter produce a transcript. It shall also include an individual who listens to and produces a transcript of an electronic and digital recording of a proceeding.
 - (C) "Court reporting agency" is a business entity which provides court reporters through a contract with the circuit to make a verbatim record of proceedings and prepare transcripts of proceedings.
 - (D) "Digital Court Reporter" is an individual who operates electronic and digital recording equipment for proceedings.
 - (E) "Official court record" shall be either the electronic and digital recording or the stenographic notes of the proceeding prior to a transcript being typed of the proceedings. If a transcript of the electronic and digital recording or the stenographic notes is prepared upon filing with the Clerk of Court it shall be the official court record.
 - (F) "Proceeding" is all criminal proceedings, juvenile proceedings, and any other matter before a judge or general magistrate or hearing officer when a verbatim record is required by law or rule of court, but does not include any communications which are protected by the attorney client privilege, or work product privilege, or are otherwise not part of the public proceeding before the judge or general magistrate or hearing officer and are private in nature. If there are in camera or side bar matters heard by the presiding judge, those proceedings are part of the proceeding, but are exempt from public access, and shall only be available to the court, party to the action, and the attorney

- for the party as otherwise set forth herein. All proceedings shall be captured by electronic and digital recording unless otherwise exempted herein.
- (G) "Transcript" is the typed verbatim record by a court reporter of the electronic and digital recording of a proceeding or the stenographic notes of a proceeding.
- (H) "Verbatim record" includes all forms in which information of proceedings is received and stored.
- (2) Establishment of Court Reporting Services.
- (A) An office titled Court Reporting Services is established and will be under the auspices of the Trial Court Administrator. The purpose of Court Reporting Services is to provide electronic and digital recording of proceedings required by law or rule of court and to provide transcripts of said proceedings. There shall be a Director of Court Reporting Services.
- (B) The Director shall direct and manage the affairs of all electronic and digital reporting and shall implement policies and procedures for the effective administration of the program.
- (C) The Director shall report to the Trial Court Administrator or designee for day-to-day operations. The Chief Judge or designee shall establish qualifications for Court Reporting Services staff to insure qualified court reporters or digital court reporters with the ability to record proceedings, transcribe proceedings, and certify the correctness of the transcript.
- (3) Electronic and Digital Recording of Proceedings.
- (A) When proceedings are being recorded as the official court record, the digital court reporter monitoring the recording shall immediately notify a designated in-court official when the quality of the recording is doubtful. The proceedings shall be suspended until the equipment is operating properly.
- (B) The digital court reporter shall maintain a detailed, accurate, legible record of all proceedings recorded on any media for electronic and digital recordings. All recording media shall be properly identified, together with the recording log, and will be stored for a period of time as prescribed by the Rules of Judicial Administration by Court Reporting Services.
- (4) Capital cases.
- (A) When the State of Florida prosecutes a case seeking the death penalty, where available, the court reporter shall use "real-time" technology.
- (B) Upon an appeal of the trial court capital case proceedings, and service of a designation to the court reporter, transcripts shall:
- (i) be prepared as required by the Florida Rules of Appellate Procedure; and
 - (ii) be prepared as required by an Administrative Order or policy/procedure required by the appellate jurisdiction; and

- (iii) be in consecutively numbered volumes not to exceed two hundred (200) pages per volume; and
 - (iv) have each page consecutively numbered; and
 - (v) have the first page of each volume with an index which contains the names of the witnesses, list of items offered into evidence, list of items entered into evidence, with the page numbers where each is located.
 - (C) Transcripts of capital cases where the death penalty is imposed are a priority and the court reporter shall use all available methods of production to expedite same for filing in the appellate proceedings.
 - (D) When transcripts of capital cases where the death penalty is imposed are ordered and due, the court reporter shall not appear at any proceeding until the transcript is prepared and delivered as required by law, court order, or rule of court.
- (5) Unified Family Court.
- (A) All proceedings before general magistrates and/or hearing officers shall be by electronic and digital recording even if a court reporter is retained by a party to the case. An attorney or a party may retain the services of a court reporter if he or she does not want the proceeding to be by electronic and digital recording.
 - (B) Proceedings before judges shall be by electronic and digital recording only as required by law or rule of court.
- (6) Transcription of electronic and digital proceedings.
- (A) Court Reporting Services and court reporters shall prepare transcripts of proceedings to meet deadlines as established by law, court order, or rule of court.
 - (B) Any party having an interest in a court action may order a transcription of any electronic and digital recording on file, or request a copy of the original electronic and digital recording. Only Court Reporting Services may prepare the transcript as the official court record from an electronic and digital recording.
 - (C) If the proceeding is confidential and exempt from public access pursuant to law or rule of court and the party requesting the transcription is not an attorney, party of record, or court staff in the performance of his or her duties, the requesting party must secure an order granting the request for the transcription or copy of the proceeding from the presiding judge.
 - (D) Written requests for transcription or copy of any electronic and digital recording shall be sent to Court Reporting Services and shall designate with particularity that portion of the proceeding which is to be transcribed. The request must include:
 - (i) style of case; and

- (ii) date of proceedings; and
- (iii) name of presiding judge or general magistrate or hearing officer; and
- (iv) location where recording occurred; and
- (v) information with regard to the portion requested if not the entire proceeding.

- (7) Appellate transcription of electronic and digital proceedings.
- (A) Court Reporting Services is represented by Court Administration’s Office of General Counsel when any pleadings or papers are filed with a court having appellate jurisdiction.
 - (B) As required by R. Regulating Fla. Bar 4-4.2, a copy of the designation served upon Court Reporting Services pursuant to Fla. R. App. P. 9.200(b) or any other paper filed with the appellate court, shall be served upon Court Administration’s Office of General Counsel at Broward County Courthouse, Room 880A, 201 S.E. Sixth Street, Fort Lauderdale, Florida 33301.
 - (C) In the event a party serving a designation to Court Reporting Services does not receive an acknowledgement as contemplated by Fla. R. App. P. 9.200(b), the party shall contact Court Administration’s Office of General Counsel to determine the status of the acknowledgment.

- (8) Transcription costs for electronic, digital, or video proceedings by Court Reporting Services.
- (A) All privately ordered transcripts require an initial 50% deposit and the balance is due upon receipt. No transcript shall be released by Court Reporting Services until payment has been made in full.
 - (B) Payment for privately ordered transcripts shall be made payable to the State of Florida by attorney trust account check, money order, or official bank check.

(C) Rates for Court Reporting Services.

Delivery Time	Number	Cost per page
24 hours (overnight)	Original and two (2)	\$ 7.50
	Each additional copy	\$ 1.10
Three (3) business days	Original and two (2)	\$ 6.50
	Each additional copy	\$ 1.10
Six (6) business days	Original and two (2)	\$ 5.50
	Each additional copy	\$ 1.10
Ten (10) business days	Original and two (2)	\$ 5.00
	Each additional copy	\$ 1.10
Appeals	Original and two (2)	\$ 5.00
	and disks Each additional copy	\$ 1.10

The cost for a copy of compact disk, which is not transcribed, is \$25.00.

- (D) At the time of delivery of a transcript Court Reporting Services shall certify that it is a "true and correct stenographic record from the electronic and digital recording of the proceeding."
 - (E) If any dispute arises as to whether the transcript accurately reflects the electronic and digital recording, the attorneys and/or parties shall first attempt to resolve the matter with the Director of Court Reporting Services or designee. If the attorneys and/or parties are not able to resolve the matter with the Director of Court Reporting Services, then the matter shall be resolved by the presiding judge.
- (9) Court Reporter Qualifications.
- (A) A court reporter appearing for a proceeding in a circuit court must have the ability to provide a current stenographic dictionary in a digital format which sets forth his or her manner of writing verbatim records to every court reporting agency on whose behalf he or she appears.
 - (B) A court reporter appearing for a proceeding in a circuit court must have the ability to provide an ASCII disk of all transcribed proceedings.
 - (C) A court reporter must have the ability to produce a transcript as required by law and rule or court which is accurate.
- (10) Retention of records.
- (A) All verbatim records shall be maintained for the period of time required by the Florida Rules of Judicial Administration in effect at the time the record was made. The court reporter, court reporting agency, and Court Reporting Services have the obligation to maintain the verbatim records.
 - (B) The Clerk of Court shall maintain all verbatim records in his custody and possession as required by the Florida Rules of Judicial Administration.
 - (C) A court reporting agency shall secure from every court reporter that appears on behalf of the court reporting agency at a proceeding all verbatim records and thereafter maintain custody and control of same.
 - (D) The court reporter at least yearly or upon other request of the court reporting agency who secured his or her services for a proceeding shall provide a current stenographic dictionary in a digital format which sets forth his or her manner of writing verbatim records.
 - (E) The court reporter shall provide to the court reporting agency on whose behalf he or she appeared, on a monthly basis, a translated disk of all circuit criminal and juvenile proceedings, along with an ASCII disk of all transcribed criminal and juvenile proceedings.

- (11) Contact Information for Court Reporters.
- (A) All court reporters, as an officer of the court, appearing in a Broward County or 17th Judicial Circuit court shall provide the following at the time of each appearance:
- (i) his or her full name; and
 - (ii) the name of the court reporting agency contracting with the court reporter; and
 - (iii) his or her address at which pleadings or papers can be served; and
 - (iv) his or her telephone number at which he or she may be reached.
- (B) The Clerk of Court shall place the contact information with regard to the court reporter in the court file.
- (C) A court reporter shall have a continuing duty to provide a current address and telephone number to the court reporting agency on whose behalf he or she appeared to record the proceeding as long as he or she is required to maintain the verbatim record.
- (12) In the event a court reporter or court reporting agency fails to provide a transcript, upon motion filed by any party, the presiding judge may issue an order for rule to show cause why the court reporter or court reporting agency shall not be held in contempt. Unless otherwise set forth in the order for rule to show cause the proceeding shall be a civil contempt hearing.
- (13) Notices shall be posted in every courtroom, chambers, or hearing room where proceedings are recorded by electronic, or digital, or video equipment that any and all conversations may be recorded. If an attorney, litigant, or any other individual present at the hearing does not want his or her conversation recorded, he or she should exit the location of the hearing, or mute the microphone, or ask the presiding judge to make other arrangements to preclude the contents of the conversation being captured by electronic, digital, or video equipment.
- (14) This Administrative Order shall not preclude the judge, attorneys of record, and parties from all consenting to the proceedings being "off the record."
- (15) This Administrative Order vacates and supersedes Administrative Order 2008-16-Gen.

DONE AND ORDERED in chambers at Fort Lauderdale, Broward County, Florida on April 20, 2011.

s/Victor Tobin
Victor Tobin, Chief Judge