

UTAH STATE COURTS

Court Reporting Services in Capital Cases

(1) Purpose

This notice will result in an agreement between the Administrative Office of the Courts (AOC) and each qualified court reporter who submits an application and meets the minimum requirements. The trial court executive for any Utah State Courts Judicial District may schedule the court reporter as needed to perform the work described in the agreement, but there will not be any guarantee of work. Scheduling is limited to cases in which the death penalty might be imposed upon conviction. The AOC will create a roster of certified court reporters and post them on the Utah State Courts website. As needed, a trial court executive will schedule a court reporter from the roster to perform the work described in the agreement.

(2) Court reporter qualifications

At all times covered under this agreement, including preparing and filing any transcript, the court reporter must be a certified court reporter licensed in Utah by the Division of Professional Licensing. The court reporter must comply with all other applicable provisions in Utah Code § 78A-2-403. You must submit proof of this licensing with your application.

(3) Issuing office

The AOC is the issuing office for this document and all subsequent documents relating to it.

(4) Submitting your qualifications

The Court Reporter Application (attachment D) must be sent to the District Court Administrator, Shane Bahr. Each application must contain complete contact information. Proof that the Court Reporter is licensed in Utah by the Division of Professional Licensing is required to be sent in with this application.

The Application and all related paperwork must be sent or delivered to the District Court administrator at the Administrative Office of the Courts / PO Box 140241 / 450 S State St Suite N31 / Salt Lake City, Utah 84114-0241 or via Email to shaneb@utcourts.gov (preferred).

Questions about this posting must be submitted to Brent Johnson at brentj@utcourts.gov

The District Court administrator will decide within 30 days after receipt of application whether a proposal meets requirements. If a proposal meets requirements, the court reporter will be added to the roster.

(5) Agreement length; termination

Any agreement resulting from this posting will expire on June 30 each year, but will include the completion of any work, including the preparation and filing of any transcript, being performed. Prior to June 30th each vendor must re-send their current proof of

licensing to the District Court administrator to remain on the list another year. Vendors can request to be added to this roster at any time until the notice is removed or changed on the Court website.

Either party may terminate the agreement by giving 30 days written notice to the other party, unless the court reporter has been scheduled for a case. If the court reporter has been scheduled for a case, either party may terminate the agreement after the assignment is completed, including preparing and filing any transcript, by giving 30 days written notice to the other party. On termination of this agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to the date of termination.

(6) Scheduling work

The trial court executive may schedule the court reporter to make a verbatim record of court hearings in cases in which the death penalty might be imposed upon conviction. If the death penalty is no longer a possibility, the trial court executive will cancel the scheduled work by notifying the court reporter.

The trial court executive will schedule a court reporter from the roster based on availability and proximity to the courthouse, among other factors.

If the court reporter fails to perform under the agreement, the trial court executive may cancel the scheduled work by notifying the court reporter. If failure to perform is the grounds for canceling the scheduled work, the AOC will not pay the appearance fee under Paragraph (10).

(7) Standard terms and conditions

Any agreement resulting from this posting will include the terms and conditions in Attachment A.

(8) Special terms and conditions

Upon scheduling work, the trial court executive and the court reporter will complete the scheduling terms shown in Attachment B. The District Court administrator or TCE must approve the scheduling terms before the court reporter may begin the work.

(9) Scope of work

(a) Reporting at court hearings and other court-ordered proceedings

The court reporter will make a verbatim record of court hearings and other proceedings ordered by the court for the scheduled days and any extensions under Paragraph (e).

(b) Transcript preparation and filing

Upon request for an official transcript and satisfactory arrangements for payment, the court reporter will transcribe her or his notes in the format prescribed by CJA 5-203.

The court reporter shall file in the court in which the hearings were held a printed version of the transcript, certified in accordance with Rule of Appellate Procedure 12

and Utah Code § 78A-2-409, and an electronic file of the transcript in Adobe Portable Document Format (PDF).

The Utah state courts own the transcript and the electronic file.

(c) Confidentiality

The court reporter will not disclose her or his notes of a court hearing or other proceeding to any other person, except a court transcriber. The court reporter will not retain or disclose to any other person except a court transcriber the court's audio file or video file or the transcript of the proceeding. The court reporter will not communicate to any person other than court personnel or a court transcriber about the court hearing or proceeding.

(d) Compliance with law

The court reporter will comply with all applicable statutes and rules and will not engage in unprofessional conduct as defined in Utah Code § 58-74-502.

(e) Extended hearings

If hearings or other court-ordered proceedings extend beyond the court reporter's scheduled term,

- (i) the court reporter will continue to make a verbatim record; and
- (ii) the court will pay any additional appearance fees and expenses for that day in accordance with the agreement.

(f) Canceled or shortened hearings

The court may cancel scheduled work or adjust the hearing schedule by notifying the court reporter in writing at least 10 days before the first hearing date. If the scheduled work is canceled or the hearing schedule is shortened without at least 10 days written notice, the court:

- (i) will pay the appearance fee for 2 days or the balance of the days scheduled, whichever is less; and
- (ii) will reimburse the court reporter's expenses in accordance with this agreement for the days actually worked and necessary travel days.

(10) Appearance fee

The AOC will pay \$100 for every half-day or any part thereof to make a verbatim record of hearings and court-ordered proceedings in the case. The Judicial Council may change the fee, which is effective 30 days after notice to the court reporter by the district court administrator. Half-days are counted in six-hour segments beginning at 12:00 a.m.

(11) Transcript fee

The transcript fee established by Utah Code § 78A-2-408 will be paid by the person or party requesting that the transcript be prepared. The court shall pay the transcript fee for a transcript prepared at the request of the judge presiding at the hearing.

(12) Expenses

Ground transportation: The court will reimburse the expense of a private vehicle at \$0.38 per mile for every mile over 50 miles if the distance between the courthouse and the court reporter's home base is more than 50 miles, as calculated by "Google Maps."

Lodging: Overnight lodging is permitted upon the approval of the district court administrator. Lodging for the night before the hearing is permitted, unless travel on the day of the hearing is practical. Lodging for the night after the hearing is permitted, unless travel on the day of the hearing is practical. If overnight lodging is permitted, the court will reserve lodging near the courthouse and arrange for direct billing to the court. The court reporter will pay incidental fees.

Meals: Reimbursement for meals is permitted if overnight lodging is permitted. The court will reimburse at the state per diem rates of \$11.00 for breakfast if travel begins before 5:59 a.m. The court will reimburse \$14.00 for lunch if travel includes the noon hour. The court will reimburse \$20.00 for dinner if travel ends after 6:00 p.m.

Miscellaneous expenses: The court will reimburse expenses actually paid by the court reporter necessary to performing the agreement. If possible, the court reporter shall obtain approval prior to incurring the expenses.

(13) Invoice

The court will pay in accordance with the agreement within 30 days after the court reporter submits an invoice with receipts. No receipts are required for meals. No receipts are required for private vehicle mileage reimbursement.

Invoices should be sent by case or weekly if the case lasts longer than one week.

Attachment A – Terms and Conditions

1. **AUTHORITY:** Provisions of this agreement are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the AOC to purchase certain specified services, and other approved purchases for the AOC.

2. **AGREEMENT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this agreement shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** The Vendor and any and all supplies, services, equipment, and construction furnished under this agreement will comply fully with all applicable Federal and State laws and regulations.

4. **RECORDS ADMINISTRATION:** The Vendor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Vendor for costs authorized by this agreement. These records shall be retained by the Contractor for at least four years after the agreement terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow AOC, State and Federal auditors, and AOC Staff, access to all the records to this agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.

6. **VENDOR AN INDEPENDENT CONTRACTOR:** The Vendor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the AOC to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the AOC, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Vendor by the AOC. The Vendor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the AOC for these agreement services. Persons employed by the AOC and acting under the direction of the AOC shall not be deemed to be employees or agents of the Vendor.

7. **INDEMNITY CLAUSE:** The Vendor agrees to indemnify, save harmless, and release the AOC, the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this agreement which are caused in whole or in part by the acts or negligence of the Vendor's officers, agents, volunteers, or employees, but not for claims arising from the AOC's sole negligence.

8. **EMPLOYMENT PRACTICES CLAUSE:** The Vendor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Vendor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

9. SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of this agreement is illegal and void shall not affect the legality and enforceability of any other provision of this agreement, unless the provisions are mutually dependent.

10. RENEGOTIATION OR MODIFICATIONS: This agreement may be amended, modified, or supplemented only by written amendment to the agreement, executed by authorized persons of the parties hereto, and attached to the original signed copy of the agreement. Automatic renewals will not apply to this agreement.

11. DEBARMENT: The Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (agreement), by any governmental department or agency. If the Vendor cannot certify this statement, attach a written explanation for review by the AOC. The Vendor must notify the AOC Director of Purchasing within 30 days if debarred by any governmental entity during the Agreement period.

12. NONAPPROPRIATION OF FUNDS: The Vendor acknowledges that the AOC cannot agreement for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the AOC is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the AOC may terminate this agreement or proportionately reduce the services and purchase obligations and the amount due from the AOC upon 30 days written notice. In the case that funds are not appropriated or are reduced, the AOC will reimburse Vendor for products delivered or services performed through the date of cancellation or reduction, and the AOC will not be liable for any future commitments, penalties, or liquidated damages.

13. SALES TAX EXEMPTION: The State of Utah's sales and use tax exemption number is 11736850-010-STC. The tangible personal property or services being purchased are being paid from AOC funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the agreement.

14. PUBLIC INFORMATION: Vendor agrees that the agreement, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Vendor gives the AOC express permission to make copies of the agreement, related Sales Orders, and Invoices in accordance with the Code of Judicial Administration Rules 4-202 through 4-202.10. Except for sections identified in writing and expressly approved by the AOC, Vendor also agrees that the Vendor's response to the solicitation will be a public document, and copies may be given to the public under those rules. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

15. ASSIGNMENT/SUBCONTRACT: Vendor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the AOC.

16. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the AOC to declare Vendor in default of the agreement: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this agreement. Upon default, the AOC may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this agreement; 3. Suspend Vendor from receiving future scheduled work.

17. FORCE MAJEURE: Neither party to this agreement will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable

control. The AOC may terminate this agreement after determining such delay or default will reasonably prevent successful performance of the agreement.

18. **PROCUREMENT ETHICS:** The Vendor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the AOC is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).

19. **CONFLICT OF TERMS:** Vendor Terms and Conditions that apply must be in writing and attached to the agreement. No other Terms and Conditions will apply to this agreement including terms listed or referenced on a Vendor's website, terms listed in a Vendor quotation/sales order, etc. In the event of any conflict in the agreement terms and conditions, the order of precedence shall be: 1. Attachment A - Terms and Conditions; 2. Vendor Terms and Conditions.

20. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the AOC. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

Attachment C – Court Reporter Invoice for Fees and Expenses

Court Reporter					
Name			E-Mail		
Home Base Address			Phone Number		
Court Reporter Hearings					
Case Name State v. _____		Case Number		Courthouse Address	
Judge		Clerk		Clerk E-Mail _____@utcourts.gov	
Hearing Dates		AM Start	PM Start	Hearing Dates	AM Start
Fees and Expenses					
Start Date (Including Travel Days)			End Date (Including Travel Days)		
$\$100/\text{half day (Appearance Fee)} \times \text{ _____ (number of } \frac{1}{2} \text{ days)} =$				Total Fee: \$ _____	
Expenses					
Describe					Amount
Mileage $\$.38 \times \text{ _____ miles} =$					\$
Breakfast $\$11.00/\text{day} \times \text{ _____ days} =$					\$
Lunch $\$14.00/\text{day} \times \text{ _____ days} =$					\$
Dinner $\$20.00/\text{day} \times \text{ _____ days} =$					\$
					\$
					\$
					\$
					\$
					\$
					\$

Date

Court Reporter

Date

Trial Court Executive

Date

Finance Director

Date

District Court Administrator



State of Utah Courts

Attachment D:

COURT REPORTING SERVICES IN CAPITAL CASES

APPLICATION FORM

Legal Company Name (include d/b/a if applicable)		Federal Tax Identification Number		State of Utah Sales Tax ID Number	
Ordering Address			City	State	Zip Code
Remittance Address (if different from ordering address)			City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government			Company Contact Person		
Telephone Number (include area code)			Fax Number (include area code) – IF APPLICABLE		
Company's Internet Web Address			Email Address		
Days Required for Delivery After Receipt of Order (see attached for any required minimums)					
*The undersigned certifies that the applicant meets all qualifications and certifications to be Certified Court Reporter in the State of Utah as required by Utah Code 58-74 and that the applicant agrees to the terms and conditions of this posting.					
Offeror's Authorized Representative's Signature			Date		
Type or Print Name			Position or Title		