

## CONTRACT FOR SERVICES

This Contract is between the Florida Senate, ("Senate"), and For the Record Reporting, Inc. ("Contractor"), 1500 Mahan Drive, Suite 140, Tallahassee, Florida 32317. Contractor is an independent contractor and not an agent or employee of the Senate.

The Senate requires a Contractor with experience and expertise in transcription services. The Contractor warrants that it is qualified and has the necessary staff to provide the service.

### **1 TASKS AND ACTIVITIES**

The Contractor is expected to perform transcription services of audio-recorded Senate committee meetings and Session proceedings related to redistricting. Beginning in September 2021 and through the 2022 Regular Legislative Session, a minimum of 10 and maximum of 15 committee meetings will be held. An indeterminate number of Session proceedings will occur during the 2022 Session. All deliverables shall be submitted in final form.

#### Senate Responsibilities

The Senate will provide to the Contractor audio recordings in MP3 format. The Contractor will provide double-spaced, typed transcriptions of a meeting or Session proceeding 72 hours after receipt of said audio recording.

The Senate will NOT provide to the Contractor:

- a. Office space
- b. Phone services
- c. Access to Legislative E-mail system
- d. Clerical services
- e. Copying services

### **2 TERMINATION**

This Contract may be cancelled in whole or in part by either Party, for any reason, by giving thirty (30) day written notice to the other Party. In the event of cancellation by the Senate, all payments due to the Contractor for work completed and accepted through the effective date of the termination shall be remitted to Contractor upon remittance of a valid invoice in accordance with section 7, Consideration.

### **3 CHOICE OF LAW AND VENUE**

Any disputes between the Legislature and the Contractor as to the application, meaning, or interpretation of any part of this Contract shall be resolved in the appropriate state court in Leon County, Florida, by application of Florida Law. The parties waive any right to a jury trial.

### **4 OWNERSHIP OF INTELLECTUAL PROPERTY**

Any rights in intellectual property such as patent, copyright, trademark, service mark, trade secret, or trade name arising out of the performance in this Contract shall be assigned to the State of Florida.

## **5 TERM**

The Contract shall become effective upon execution by the parties and shall continue in force until the satisfactory completion of the deliverables, its acceptance by the Senate, and payment therefore to the Contractor; provided however; the Contract may be terminated at an earlier date pursuant to section 3, Termination.

## **6 CONSIDERATION**

The proposed total cost is inclusive of all travel expenses, accommodations, and reimbursable expenses for this project. Payment for tasks shall be made only after:

- a. The deliverables are received by the Senate and its content and quality are acceptable as approved by the Project Manager,
- b. An accurate, complete invoice is submitted, and
- c. Payment has been approved by the Senate President.
- d. The cost is \$67.63 per hour of writing time and \$6.12 per transcribed page when transcription is required within 15 business days. The cost per page is \$9.12 when transcription is required within 72 business hours.

Contractor's travel expenses must be approved in advance by the Project Manager and will be reimbursed in accordance with the state travel reimbursement amounts provided in section 112.061, Florida Statutes. No travel expense will be paid when the location of the proceedings are held in Tallahassee, Florida.

Payment shall be made pursuant to the terms of Policy 3.5, Joint Policies and Procedures of the Presiding Officers. The performance of the Senate under the terms of this Contract is subject to and contingent upon the availability of funds appropriated by and to the Legislature and applicable for the purpose of this Contract.

## **7 REPRESENTATIONS**

Contractor understands that any misstatements or lack of candor by Contractor of the qualifications or availability of it or its personnel constitutes a breach of the resulting Contract and may be grounds for immediate termination of Contractor's services by the Senate. Contractor represents further that Contractor has read and understands the Senate's request for services, has had the opportunity to seek counsel and is not under duress from the Senate or any other person.

## **8 WAIVER**

The Senate shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Senate. No delay or submission on the part of the Senate in exercising any right or remedies shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any right or remedy on future occasions.

## **9 PROHIBITION AGAINST ASSIGNMENT**

This Contract may not be assigned by the Contractor, in whole or in part. The Contractor agrees that its performance of any other services during the term of this Contract shall not interfere with the faithful and timely performance of this Contract. This provision does not apply to a change in ownership due to an acquisition or merger.

## **10 ENTIRE CONTRACT**

This Contract constitutes the entire understanding of the parties to it and supersedes any prior contracts, written or oral, related to the same subject matter. This Contract cannot be changed except in writing by the signature of both parties.

## **11 LOBBYING**

The Contractor will not represent any client as a lobbyist in regard to legislation before either house of the Florida Legislature while this Contract is in effect.

## **12 NOTICES**

All notices and other communications required or permitted to be given under this Contract must be in writing and must be personally served, or mailed, postage prepaid via U. S. mail, or sent via courier service, addressed to the respective parties as follows:

To Senate:                   Office of the Senate Secretary  
                                  The Florida Senate  
                                  405 The Capitol  
                                  404 S. Monroe Street  
                                  Tallahassee, FL 32399

To Contractor:             For the Record Reporting, Inc.  
                                  1500 Mahan Drive, Suite 140  
                                  Tallahassee, Florida 32317

A copy of all legal notices shall also be sent to the Senate General Counsel's Office as follows:

Office of the General Counsel  
The Florida Senate  
409 The Capitol  
404 S. Monroe Street  
Tallahassee, FL 32399

## **13 Public Records**

Unless specifically exempted by law, all records made or received by the Coordinator in conjunction with this Agreement may be public records available for inspection by the public in accordance with the provisions of Art. I § 24, Fla. Const., and § 11.0431, F.S. In the event Coordinator receives a request for public records, Coordinator shall notify the Senate Contract Manager of the request and shall coordinate the production of records to the requestor. Refusal of Coordinator to allow public access to such records shall constitute grounds for termination of this Agreement.

In order to ensure that records subject to any exemption are not disclosed, the Coordinator agrees to notify the Senate Contract Manager immediately upon being requested to disclose any documents or records in the Coordinator's possession or which relate to the subject matter of this Agreement. Coordinator shall not allow any inspection of or otherwise disclose any information found in said documents or records unless and until so directed by the Florida Senate.

## **14 WORKPLACE HARASSMENT PROHIBITION**

This agreement prohibits harassment consistent with The Florida Senate Administrative Policies and Procedures (1.60).

**15 POINT OF CONTACT**

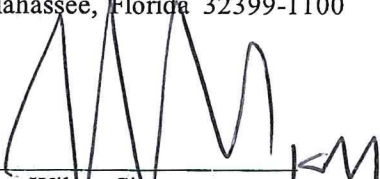
The Project Manager on behalf of the Senate is Debbie Brown, Secretary of the Senate, 850.487.5270. Project Manager on behalf of the Contractor is Marion Kittrell, Office Manager, For the Record Reporting, Inc., 850.222.5491.

Executed at Tallahassee, on the dates shown below.

The Florida Senate  
409 The Capitol  
404 South Monroe Street  
Tallahassee, Florida 32399-1100

For the Record Reporting, Inc.  
1500 Mahan Drive, Suite 140  
Tallahassee, Florida 32317

FEI# 59-3616998

By:   
Wilton Simpson,  
Senate President

By: 

Date: 9/29/21

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