CONTRACT FOR TEMPORARY

**COURT REPORTING SERVICES AND ASSIGNMENTS**

**1. Parties**

This is a contract for temporary court reporting services and assignments between the Iowa Judicial Branch (“Judicial”), an entity of the State of Iowa, and *[name of individual or company]*, which is located at *[address of individual or company]* (“Contractor”). This contract carries identification code [D#-lastnameofreporter-month/year]. There are no third-party beneficiaries to this agreement.

**2. Effective Date**

This contract is effective as of the date it is signed by all parties.

**3. Purpose**

Judicial is hiring Contractor to provide certified court reporting services and assignments within the \_\_\_\_\_\_ Judicial District. The parties agree that this will be a limited-term arrangement to address immediate court reporting needs of the district.

**4. Extent of Agreement**

This contract, which includes and incorporates by reference the details of the specific “Temporary Court Reporting Assignment” (“Assignment”) included and attached hereto, is solely for the benefit of the parties, represents the entire integrated agreement between the parties, and supersedes all prior negotiations, representations, and agreements, either written or oral.

**5.** **General Responsibilities and Scope of Services**

The general responsibilities of the Contractor shall be to make a verbatim record of court proceedings in accordance with Iowa law; to swear in witnesses; to read back testimony of court proceedings; and to perform ancillary work for judicial officers, including typing orders, rulings, jury instructions, completing template orders and other documents. More specifically, the Contractor shall perform the work and services described in the Court Reporting Assignment (“Assignment”) attached hereto and incorporated by reference. Contractor shall provide all of its services in compliance with the “Warranty” paragraph, below. Contractor shall provide all of the labor, equipment and services necessary to complete the agreed-upon work described in the Assignment. Contractor shall be responsible for the agreed-upon work whether the work is performed by Contractor and any employees Contractor may have, or by subcontractors. Contractor shall have overall responsibility for the quality of the work product and the professionalism exhibited in the performance of the work Assignment. Contractor shall permit only qualified persons to perform the agreed-upon work, and shall be responsible to the Judicial Branch for any acts or omissions of its employees or any subcontractors or subcontractors’ employees.

Contractor’s point of contact for any questions about this Assignment shall be the District Court Administrator or his/her designee.

**6. Warranty**

All work performed by Contractor in performance of this agreement shall be of good quality, executed in accordance with the terms of this contract and accompanying assignment(s), and in a manner that complies with Iowa law, Judicial Branch rules and administrative directives, relevant court orders, and the professional standards and ethics of the court reporting profession.

**7. Performance of Services**

Judicial shall provide Contractor and its authorized employees with access to the courtroom facilities and court case information as needed to complete assigned work. Contractor acknowledges that it has already visited the worksite to visually inspect the conditions that could affect its ability to complete the agreed-upon work or meet the terms of this contract. Judicial is not responsible for providing any support services, such as office space or secretarial services, for the benefit of the Contractor.

Contractor shall be responsible for the proper use, storage, removal and disposal of all of its own equipment and waste materials brought to the worksite or generated in the performance of the Assignment. Contractor shall not store any of its equipment or supplies on this worksite unless it receives the prior consent of Judicial. Judicial shall not be responsible for the safety or security of any equipment, tools or material that Contractor brings to, or leaves at, the worksite. Upon termination of this contract, the Contractor shall deliver to Judicial all records, notes, data, memorandum, and equipment of any nature that are in the Contractor’s control and that are Judicial’s property, or state of Iowa property, or related to Judicial’s business.

Time is of the essence in the performance of the services described in the Assignment.

**8. Confidentiality**

In the performance of the Assignment, Contractor may have the opportunity to observe or have access to information or conversation that is considered protected or confidential pursuant to state or federal law or regulation, or the Iowa Court Rules, or standard practice within the legal system or judicial profession. Contractor agrees to keep all such information confidential unless otherwise required in performance of Contractor’s official duties in this Assignment. Any violation of this provision shall be a material breach of this contract. The confidentiality provisions of this contract shall remain in full force and effect after the termination of the contract.

**9. Term**

The date of the work to be performed by the Contractor is described in the Assignment, which is attached to this agreement and incorporated herein. Contractor shall update the District Court Administrator as to the status and progression of the work upon request. In the event delays are encountered that are out of the control of Contractor, Contractor shall provide prompt notice to the District Court Administrator of the cause of the delay. Judicial and Contractor agree to undertake reasonable steps to mitigate the effect of such delays.

**10. Payment for Service Provided.**

Payment for each assignment shall be described in the “Temporary Court Reporting Assignment” sheet for each assignment. Upon request of Judicial, the Contractor shall submit an itemized work log to Judicial that adequately describes the services rendered by the Contractor. Judicial reserves the right to request additional documentation from Contractor to support services for which Contractor is claiming payment. Judicial reserves the right to specify the required data categories and format of the work log.

Judicial shall not reimburse Contractor for any expenses incurred in performance of this contract that are not required by law. Judicial’s payment for services provided by Contractor under this agreement shall not be construed to operate as acceptance of the work or a waiver of rights under this contract.

**11. Independent Contractor Status.**

Contractor agrees to perform this work as an independent contractor. Judicial does not reserve any right to exercise control over the means and method by which Contractor performs the Assignment. Judicial shall not deduct amounts from its payment to Contractor for federal or state tax, FICA, retirement, worker’s compensation, unemployment compensation, or any other benefits or deductions**.** Contractor acknowledges that it is solely responsible for remitting its own tax payments as required by law, and for obtaining its own insurance coverage for any liabilities that may arise from this relationship.

**12. Assignment.**

This contract may not be assigned or transferred by either party without the prior written consent of the other party. Contractor may subcontract all or part of the work described in the Assignment, subject to the agreement of Judicial.

**13. Termination**.

Either party may terminate this agreement for any reason with prior written notice to the other party of two business days. At that time, Contractor will cooperate with Judicial in good faith and in a timely fashion to transition the remaining work to any replacement court reporter selected by Judicial. In the event the contract is terminated by either party before the work is complete, Contractor and Judicial shall make reasonable efforts to negotiate a mutually-agreeable payment for work that has successfully been completed up to the time the termination notice was provided.

**14. Indemnification**.

Contractor agrees to indemnify and hold harmless Judicial and the State of Iowa from any and all liabilities, damages, settlements, judgments, costs and expenses, including but not limited to attorneys’ fees, related to or arising from:

1. Contractor’s negligent acts or omissions;
2. Contractor’s performance or attempted performance of this Agreement;
3. Contractor’s failure to comply with all local, state, and federal laws and regulations; or
4. Contractor’s failure to make all reports, payments and withholdings required by federal and state law with respect to any and all taxes, fees or costs required by Contractor to conduct business in the State of Iowa.

All indemnification obligations imposed under this paragraph shall survive the termination of this Agreement.

**15. Compliance with Laws.**

Contractor agrees that it shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing work under this agreement.

**16. Record maintenance and provision of information**

Contractor shall maintain all records related to its work on this job that are required by local, state, or federal law or regulation. Upon request of Judicial, Contractor shall provide Judicial with copies of any and all records, documents or notices that are required by local, state or federal law or regulation.

**17.** **Venue.**

In the event of litigation, this contract and all disputes arising therefrom shall be governed by Iowa law, and venue shall be in the Polk County District Court of the State of Iowa. This contract shall be interpreted according to the laws of Iowa.

**18. Agreement and Severability**

This contract and any Temporary Court Reporting Assignment(s) entered into by the parties constitute(s) the entire agreement of the parties, and expresses the intent of the parties. If any provision of this contract or accompanying assignment(s) shall be found to be invalid or unenforceable for any reason, it shall not affect the validity or continuing force and effect of the remaining provisions.

**19. Amendment**

No amendment to this agreement shall be effective unless it is in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF:

For Judicial:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_

District Court Administrator Date

\_\_\_\_\_\_\_ Judicial District

Iowa Judicial Branch

For Contractor:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_

 *[name of individual or company]* Date

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

Contractor Address

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

Phone Number Email

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

Social Security No. or Federal ID No.

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