

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/11/2021

Contract/Lease Control #: C16-2412-CAO

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: FIRST JUDICIAL CIRCUIT OF FLORIDA

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/01/2021

Expiration Date: 06/30/2022

Description of: VETERAN'S COURT COORDINATOR POSITION

Department: CAO

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: <u>C16-2412-C170</u>		Tracking Number: <u>43304</u>	
Procurement/Contractor/Lessee Name: <u>1st Indivice</u>		Grant Funded: YES ___ NO <u>X</u>	
Purpose: <u>2021-2022 Fndng renewal</u>			
Date/Term: <u>7-1-2021 - 6-30-2022</u>		1. <input type="checkbox"/> GREATER THAN \$100,000	
Department #: _____		2. <input checked="" type="checkbox"/> GREATER THAN \$50,000	
Account #: _____		3. <input type="checkbox"/> \$50,000 OR LESS	
Amount: <u>63,161.00</u>			
Department: <u>C170</u>		Dept. Monitor Name: <u>Hofstad</u>	

<b>Purchasing Review</b>	
Procurement or Contract/Lease requirements are met:	
<u>Debra Mason</u>	Date: <u>5-26-21</u>
Purchasing Manager or designee	Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

<b>2CFR Compliance Review (if required)</b>	
Approved as written:	Grant Name: _____
<u>NO Federal funds</u>	Date: _____
Grants Coordinator	

<b>Risk Management Review</b>	
Approved as written:	Date: <u>6-3-21</u>
<u>see email attached</u>	
Risk Manager or designee	Lisa Price

<b>County Attorney Review</b>	
Approved as written:	Date: <u>6-4-21</u>
<u>see email attached</u>	
County Attorney	Lynn Hoshihara, Kerry Parsons or Designee

<b>Department Funding Review</b>	
Approved as written:	Date: _____
_____	

<b>IT Review (if applicable)</b>	
Approved as written:	Date: _____
_____	

## DeRita Mason

---

**From:** Lisa Price  
**Sent:** Thursday, June 3, 2021 3:20 PM  
**To:** DeRita Mason  
**Subject:** RE: Okaloosa Contract @C16-2412 CAO / Veteran Court Coordinator

This is approved by Risk.

Lisa Price  
Risk Management  
Public Records & Contracts Specialist  
302 N Wilson Street, Suite 301  
Crestview, FL. 32536  
(850) 689-5979  
[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)



"We are forever indebted to those who have given their lives that we might be free."  
Ronald Reagan

For all things Wellness please visit:  
<http://www.myokaloosa.com/wellness>

*Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Wednesday, May 26, 2021 8:49 AM  
**To:** Parsons, Kerry <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Subject:** FW: Okaloosa Contract @C16-2412 CAO / Veteran Court Coordinator

Good morning,  
Please review and approve the attached.

## DeRita Mason

---

**From:** Lynn Hoshihara  
**Sent:** Friday, June 4, 2021 10:12 AM  
**To:** DeRita Mason; Parsons, Kerry  
**Cc:** Lisa Price  
**Subject:** Re: Okaloosa Contract @C16-2412 CAO / Veteran Court Coordinator  
**Attachments:** FJC and Okaloosa County Agreement 2021-2022 -final 6.4.21.docx

DeRita,

Attached are my suggested changes. With these changes, this contract is approved as to legal sufficiency.

Lynn

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

---

**From:** DeRita Mason  
**Sent:** Wednesday, May 26, 2021 9:48:49 AM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara; Lisa Price  
**Subject:** FW: Okaloosa Contract @C16-2412 CAO / Veteran Court Coordinator  
Good morning,  
Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP  
Senior Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536

**AGREEMENT FOR THE FUNDING OF COURT  
PERSONNEL BETWEEN THE FIRST JUDICIAL CIRCUIT  
OF FLORIDA AND OKALOOSA COUNTY, FLORIDA**

This Agreement is entered into by and between **Okaloosa County**, ("County"), a political subdivision of the State of Florida having its principal place of business at 1250 North Eglin Parkway, Suite 102, Shalimar, FL 32579, and the **First Judicial Circuit of Florida** ("Court") having its principal place of business at 190 Governmental Center, Pensacola, FL 32502.

**RECITALS**

**WHEREAS**, pursuant to section 29.0081, Florida Statutes, the County and the Court agree that the County will fund in part the position of Veterans Court Coordinator ("Coordinator") to assist in the operation of the Court's Veterans' Court Program in Okaloosa County; and

**WHEREAS** the County and Court desire to enter into a relationship whereby the County shall provide the funding for the Coordinator on the terms and subject to the conditions set forth herein and in section 29.0081, Florida Statutes.

**NOW THEREFORE**, in consideration of the above recitals and in consideration of the mutual agreements and undertakings set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I – COUNTY FUNDING OF COURT PERSONNEL**

1.1 The County agrees to provide funding for the existing Coordinator position within the Okaloosa County Veterans Court Program from the effective date of this Agreement through the court fiscal year ending June 30, 2022.

1.2 The County shall provide 40 hours per week salary and all applicable benefits, to include but not limited to additional holiday pay, FICA, life and health insurance and retirement, to the already existing Coordinator position, effective July 1, 2021.

1.3 Upon expiration of this Agreement, or substantial breach of the Agreement or upon the expiration of County funding, the position provided for under this Agreement shall terminate.

**ARTICLE II – RESPONSIBILITIES AND SUPERVISION**

2.1 The Coordinator position funded under this agreement shall be hired, supervised, managed, and fired by personnel of the Court. The County shall be considered the employer for purposes of section 440.10, F.S. (workers' compensation) and Chapter 443 (unemployment benefits).

2.2 The Coordinator position funded by the County may be aggregated for purposes of a flexible benefits plan pursuant to Section 125 of the Internal Revenue Code of 1986.

2.3 The Court shall supervise the Coordinator whose employment is funded in part under this Agreement. The Court shall be responsible for compliance with all requirements of federal and state employment laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, Title I of the Americans with Disabilities Act, 42 U.S.C. s. 1983, the Family Medical Leave Act, the Fair Labor Standards Act, chapters 447 and 760, and ss. 112.3187, 440.105, and 440.205; and fully indemnify the County from any liability under such laws, as authorized by s. 768.28(19), Florida Statutes, to the extent such liability is the result of the acts or omissions of the Court or its agents or employees.

### ARTICLE III – COST REIMBURSEMENT

3.1 The Court agrees to reimburse the County for salary and employment benefits costs for the Coordinator position not to exceed the amounts as listed in **Exhibit A**, attached hereto, and incorporated into this Agreement. The County shall provide documents evidencing the expenses paid for the position and send the Court an invoice the first day of each month for all related costs incurred the preceding month as identified in **Exhibit A**. The County shall mail such invoices to **Cathy White, Director of Case Management, M.C. Blanchard Judicial Building, 190 Governmental Center, 5<sup>th</sup> Floor, Pensacola, FL 32502**. Payments will be due and payable within 30 days of receipt of invoice and supporting documentation as requested by the Court. The Court will initiate prompt payment procedures upon receipt of a written invoice, submitted in detail, sufficient for a proper pre and post-audit. Payment will be made pursuant to Section 215.422, Florida Statutes.

### ARTICLE IV - TERMINATION

4.1 This Agreement shall continue in full force and effect until June 30, 2022 and may be renewed for two (2) additional one (1) year terms aligning with the court's fiscal-year, upon mutual written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days' notice to the other party.

4.2 Upon termination or expiration of this Agreement, the County shall provide a final invoice for reimbursement and transfer any requested documents or data to Court. The position terminates upon the expiration of, or substantial breach of, the Agreement or upon the expiration of county funding for the position.

4.3. Each party shall return to the other party all copies of any Confidential Information or other materials received from the other party.

### ARTICLE V – MISCELLANEOUS

5.1 This Agreement and all rights and duties hereunder may not be assigned, delegated, or otherwise encumbered by any party without the prior written consent of the other party.

5.2 All notices, requests, or other communications required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing (including telecopy) and,



unless otherwise expressly provided herein, shall be delivered (a) by hand during normal business hours, (b) by Federal Express, United Parcel Service or other reputable overnight commercial delivery service (collectively, “**overnight courier**”), (c) by registered or certified mail (return receipt requested) or (d) by telecopy, addressed as follows:

If to County:

Okaloosa County Board of County Commissioners  
1250 North Eglin Parkway – Suite 102  
Shalimar, FL 32579  
Telephone No.: 850/651-7575  
Facsimile No.: 850/651-7551  
Email: [jhofstad@co.okaloosa.fl.us](mailto:jhofstad@co.okaloosa.fl.us)  
ATTN: John Hofstad

If to Court:

The First Judicial Circuit of Florida  
190 Governmental Center  
Pensacola, FL 32502  
ATTN: Kayla Blanchard  
Telephone No.: (850) 595-4400  
Email: [kayla.blanchard@flcourts1.gov](mailto:kayla.blanchard@flcourts1.gov)  
Facsimile No.: (850) 595-0360

Any such notice shall be effective for purposes of determining compliance with the time requirements herein (a) at the time of personal delivery, if delivered by hand, (b) at the time accepted for overnight delivery by the overnight courier, if delivered by overnight courier, (c) at the time of deposit in the United States mail, postage fully prepaid, if delivered by registered or certified mail, or (d) at the time of confirmation of receipt, if delivered by telecopy. In addition to the chosen notification method, the parties shall provide courtesy notice of the communication by electronic mail to the email address provided. If either party changes its address or contact person for purposes of notices hereunder, such party shall give written notice of such change to the other party.

5.3 This Agreement shall constitute the entire agreement between the parties hereto and shall supersede any other agreements whether oral or written, express or implied, as they pertain to the transactions contemplated herein. No revision, change, amendment, addendum, or modification of this Agreement shall be effective unless made in writing and signed by both of the parties hereto.

5.4. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, including but not limited to any applications for temporary restraining orders, temporary or permanent injunctions, the parties agree that such action will be brought in the Okaloosa County Circuit Court and the parties hereby submit to the exclusive jurisdiction of said Courts.

5.5 If any provision of this Agreement is found by any Court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed to be modified to the minimum extent necessary to cause it to be valid and enforceable and the invalidity or unenforceability of such provision prior to such modification shall not affect the other provisions of this Agreement and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect.

5.6 It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

5.7 The parties shall allow public access to all documents, records, and other materials subject to the provisions of Chapter 119, Florida Statutes, prepared or received by either party in conjunction with this Agreement.

5.8 Any record created by either party in accordance with this Agreement shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

5.9 VENDORS ON SCRUTINIZED COMPANIES LISTS: By executing this Agreement, the Court certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section, this Section shall be null and void.

5.10 E-VERIFY REQUIREMENT. The County shall utilize the United States Department of Homeland Security's (DHS) E-Verify system (<https://www.e-verify.gov/>) to verify the employment eligibility of all new employees hired during the term of the Agreement for which the County is providing services to the Court.



The County shall also include a requirement in all subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor after January 1, 2021, and during the term of the Agreement for which the County is providing services to the Court.

Prior to allowing any subcontractor to provide any services contemplated under this Agreement, the County shall provide to the Court's Contract Manager a copy of the subcontractor's DHS E-Verify registration, along with an affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens.

If the County is unable to register to utilize the United States Department of Homeland Security's (DHS) E-Verify system because they are a sole proprietor with no employees, then the County/Recipient must complete a registration waiver affidavit certifying the reason for non-registration which must be submitted for approval along with the required signed contractual documents.

After the execution of the initial Agreement, the County shall provide the Court with both the DHS E-Verify registration or registration waiver affidavit and corresponding affidavits for all subcontractors performing services under this Agreement, on an annual basis thereafter.

Violation of the provisions in this paragraph by the County shall constitute grounds for immediate termination of the Agreement by the Court pursuant to section 448.095(2)(c), Florida Statutes.

**IF THE COURT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COURT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT, 302 NORTH WILSON STREET, SUITE 301, CRESTVIEW, FL 32536 PHONE: (850) 689-5977, [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

Court must comply with the public records laws, Florida Statutes Chapter 119, specifically, Court must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Court does not transfer the records to the County.

4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Court or keep and maintain public records required by the County to perform the service. If the Court transfers all public records to the public agency upon completion of the Agreement, the Court shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Court keeps and maintains public records upon completion of the Agreement, the Court shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Court warrants, that as it pertains to any federal funds utilized under this Agreement, it conducts audits as required by OMB Circulars, federal cost principles, or cost accounting standards applicable to its performance as a recipient of U.S. governmental funds and that such audit has revealed no material findings.

Court shall maintain all records pertaining to this Agreement for a period of three (3) years after completion of this Agreement. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Court with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

IN WITNESS WHEREOF, the Court and County have executed this Agreement on the dates shown below.

**The First Judicial Circuit of Florida**

By: Robin M. Wright

Date: 6/10/2021

Its: Robin M. Wright

Carol K. Keene  
Witness

Kayla Blanchard  
Witness

**Okaloosa County**

By: \_\_\_\_\_  
Its: John Hofstad, County Administrator

Date: \_\_\_\_\_

Total Court Administrator's Office  
First Judicial Circuit of Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY

Attorney: Y. K. R. W. / dtm  
Date: 6/4/2021  
Phone: (904) 505-4405

## **EXHIBIT "A"**

### **PERSONNEL COSTS**

The personnel costs for the Coordinator position applicable for this Program are:

Annual Salary:	\$42,286.40
FICA (6.2%)	\$2,621.76
Medicare (1.45%)	\$613.43
Retirement (7.30%)	\$4,575.39
Health	\$12,559.20
Dental	\$367.56
Life	\$24.00
Disability	\$45.60
Workers Comp	\$67.66
<b>TOTAL APPROXIMATE COST</b>	<b>\$63,161.00</b>

4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Court or keep and maintain public records required by the County to perform the service. If the Court transfers all public records to the public agency upon completion of the Agreement, the Court shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Court keeps and maintains public records upon completion of the Agreement, the Court shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Court warrants, that as it pertains to any federal funds utilized under this Agreement, it conducts audits as required by OMB Circulars, federal cost principles, or cost accounting standards applicable to its performance as a recipient of U.S. governmental funds and that such audit has revealed no material findings.

Court shall maintain all records pertaining to this Agreement for a period of three (3) years after completion of this Agreement. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Court with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

IN WITNESS WHEREOF, the Court and County have executed this Agreement on the dates shown below.

**The First Judicial Circuit of Florida**

By: Robin M. Wright

Date: 6/10/2021

Its: Robin M. Wright

Carol K. King  
Witness

Kayla Blanchard  
Witness

**Okaloosa County**

By: [Signature]  
Its: John Hofstad, County Administrator

Date: 6/10/21

First Court Administrator's Office  
First Judicial Circuit of Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY

Attorney: Y. R. N. / dm  
Date: 6/4/2021  
Phone: (904) 505-4405

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/04/2020

Contract/Lease Control #: C16-2412-CAO

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: FIRST JUDICIAL CIRCUIT OF FLORIDA

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/01/2020

Expiration Date: 06/30/2021 W/1 1 YR RENEWAL

Description of VETERAN'S COURT COORDINATOR POSITION

Department: CAO

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**Amendment Number Two (2) to Contract Number 01009ZL  
Agreement for the Funding of Court Personnel Between the  
First Judicial Circuit of Florida and Okaloosa County, Florida**

This is the *second* amendment to contract number 01009ZL between the **First Judicial Circuit of Florida**, hereinafter referred to as the "Court", and **Okaloosa County**, hereinafter referred to as the "County." In mutual agreement between the Court and the County, the following modifications are made to the agreement executed on June 3, 2020:

Article V entitled "MISCELLANEOUS" is hereby amended to add:

**5.10 E-VERIFY REQUIREMENT.** The County/Recipient shall utilize the United States Department of Homeland Security's (DHS) E-Verify system (<https://www.e-verify.gov/>) to verify the employment eligibility of all new employees hired during the term of the Contract/Agreement for which the County/Recipient is providing services to the Circuit/Court.

The County/Recipient shall also include a requirement in all subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor after January 1, 2021, and during the term of the Contract/Agreement for which the County/Recipient is providing services to the Circuit/Court.

Prior to allowing any subcontractor to provide any services contemplated under this Contract/Agreement, the County/Recipient shall provide to the Circuit's/Court's Contract/Grant Manager a copy of the subcontractor's DHS E-Verify registration, along with an affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens.

If the County/Recipient is unable to register to utilize the United States Department of Homeland Security's (DHS) E-Verify system because they are a sole proprietor with no employees, then the County/Recipient must complete a registration waiver affidavit certifying the reason for non-registration which must be submitted for approval along with the required signed contractual documents.

After the execution of the initial Contract/Agreement, the County/Recipient shall provide the Circuit/Court with both the DHS E-Verify registration or registration waiver affidavit and corresponding affidavits for all subcontractors performing services under this Contract/Agreement, on an annual basis thereafter.

Violation of the provisions in this paragraph by the County/Recipient shall constitute grounds for immediate termination of the Contract/Agreement by the Circuit/Court pursuant to section 448.095(2)(c), Florida Statutes.

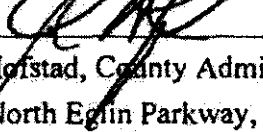
CONTRACT#: C16-2412-CAO  
FIRST JUDICIAL CIRCUIT OF FLORIDA  
VETERAN'S COURT COORDINATOR POSITION  
EXPIRES: 06/30/2021 W/1 YR RENEWAL



Pursuant to section 448.095(2)(f), Florida Statutes, the County/Recipient is liable for any additional costs incurred by the Circuit/Court as a result of the termination of this Contract/Agreement for a violation of the provisions contained in this paragraph.


All other provisions of the original agreement remain in force. This amendment shall be effective on the last signature date set forth below.

**OKALOOSA COUNTY**

By:   
John Horstad, County Administrator  
1250 North Eglin Parkway, Suite 102  
Shalimar, Florida 32579

Date: 2/11/21


**FIRST JUDICIAL CIRCUIT  
OF FLORIDA**

By:   
Robin Wright, Trial Court Administrator  
190 Governmental Center, 5<sup>th</sup> Floor  
Pensacola, Florida 32502

Date: 2-8-2021

Trial Court Administrator's Office  
First Judicial Circuit of Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY

Attorney:   
Date: 2/18/2021  
Phone: (904) 250-4406

Stacy  
Roberts

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C16-2412-CAO Tracking Number: 4219-21  
Procurement/Contractor/Lessee Name: 1st Judicial Circuit of Florida Grant Funded: YES \_\_\_ NO X  
Purpose: amendment #2  
Date/Term: 6-30-2021  
Department #: \_\_\_\_\_  
Account #: \_\_\_\_\_  
Amount: \_\_\_\_\_  
Department: CAO Dept. Monitor Name: Hofstad

1. ☐ GREATER THAN \$100,000  
2. ☐ GREATER THAN \$50,000  
3. ☐ \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 1-26-2021  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**

Approved as written: no federal bids Grant Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator

**Risk Management Review**

Approved as written: no risk element Date: \_\_\_\_\_  
Risk Manager or designee Lisa Price

**County Attorney Review**

Approved as written: see email attached Date: 2-4-2021  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

---

**From:** Lisa Price  
**Sent:** Monday, February 1, 2021 9:49 AM  
**To:** DeRita Mason  
**Subject:** RE: Amendment Number Two (2) to Contract Number 01009ZL

Approved by Risk.

Lisa Price  
Public Records & Contracts Specialist  
302 N Wilson Street, Suite 301  
Crestview, FL. 32536  
(850) 689-5979  
[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)



"Kindness is the language which the deaf can hear and the blind can see"  
Mark Twain

For all things Wellness please visit:  
<http://www.myokaloosa.com/wellness>

*Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

---

**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Monday, January 25, 2021 11:57 AM  
**To:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Subject:** FW: Amendment Number Two (2) to Contract Number 01009ZL

Please review and approve the attached.

Thank you,

DeRita Mason



## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Thursday, February 4, 2021 11:30 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: Outstanding Coordination

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[Kparsons@ngn-tally.com](mailto:Kparsons@ngn-tally.com)

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---

**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Thursday, February 4, 2021 12:25 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Subject:** RE: Outstanding Coordination

See attached.

DeRita Mason



DeRita Mason, CPPB  
Senior Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)



**AMENDMENT NO. 1**  
**CONTRACT NO. 01009ZL**

THIS CONTRACT AMENDMENT is entered into between the First Judicial Circuit Court of Florida (Court) and Okaloosa County, Florida (County), and amends Contract No. 01009ZL, entered by the parties on June 3, 2020.

The original Contract contained language regarding payment that was unclear and requires clarification for the proper administration of the contract. This amendment is to clarify the language in Section 1.1 of the Contract.

The parties agree that:

The language in Section 1.1 of the Agreement is deleted in its entirety and replaced with the following language:

- 1.1 The Court agrees to reimburse the County for salary and employment benefits costs for the existing Coordinator position within the Okaloosa County Veterans Court Program from the effective date of this Agreement through the court fiscal year ending June 30, 2021.

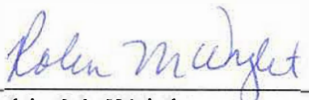
All provisions of the Contract not in conflict with this Amendment are still in effect and are to be performed at the level and pursuant to the criteria specified in the Contract.

This Amendment shall become part of Contract 01009ZL and shall remain in effect until the contract expires.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Agreement on the respective dates under each signature:

First Judicial Circuit Court of Florida

OKALOOSA COUNTY

  
\_\_\_\_\_  
Robin M. Wright  
Trial Court Administrator

  
\_\_\_\_\_  
John Hofstad,  
County Administrator

Date: 7/29/2020

Date: 5/3/20  
\_\_\_\_\_  
Trial Court Administrator's Office  
First Judicial Circuit of Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY

Attorney: KRWaltz

Date: 7/29/2020  
Phone: (850) 593-4409

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: <u>C16-2412-CAO</u>		Tracking Number: <u>4085-20</u>	
Procurement/Contractor/Lessee Name: <u>First Judicial Court</u>		Grant Funded: YES ___ NO <u>X</u>	
Purpose: <u>Amendment</u>			
Date/Term: <u>6-30-21</u>		1. <input type="checkbox"/> GREATER THAN \$100,000	
Department #: _____		2. <input type="checkbox"/> GREATER THAN \$50,000	
Account #: _____		3. <input type="checkbox"/> \$50,000 OR LESS	
Amount: _____			
Department: <u>CAO</u>		Dept. Monitor Name: <u>Hofstad</u>	

**Purchasing Review**

Procurement or Contract/Lease requirements are met:

DeRita Mason  
Purchasing Manager or designee

Date: 7-24-2020

Jeff Hyde, DeRita Mason, Jessica Darr

**2CFR Compliance Review (if required)**

Approved as written: no  
\_\_\_\_\_  
Grants Coordinator

Federal funds

Grant Name: \_\_\_\_\_

Date: \_\_\_\_\_

Danielle Garcia

**Risk Management Review**

Approved as written: \_\_\_\_\_  
\_\_\_\_\_  
Risk Manager or designee

no risk element this amendment

Date: \_\_\_\_\_

Edith Gibson or Karen Donaldson

**County Attorney Review**

Approved as written: \_\_\_\_\_  
\_\_\_\_\_  
County Attorney

see email attached

Date: 7-26-2020

Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Department funding confirmed: \_\_\_\_\_

Date: \_\_\_\_\_



## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Sunday, July 26, 2020 11:52 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: Agreement for the Funding of Court Personnel Between FJC and Okaloosa County

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson P.A.**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[Kparsons@ngn-tally.com](mailto:Kparsons@ngn-tally.com)

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---

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Friday, July 24, 2020 10:31 AM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Subject:** FW: Agreement for the Funding of Court Personnel Between FJC and Okaloosa County  
**Importance:** High

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: <u>C16-2412-CAO</u>	Tracking Number: <u>4034-20</u>
Procurement/Contractor/Lessee Name: <u>1st Federal Court</u>	Grant Funded: YES ___ NO <u>X</u>
Purpose: <u>renewal/ amendment</u>	
Date/Term: <u>6-30-21</u>	1. <input type="checkbox"/> GREATER THAN \$100,000
Department #: _____	2. <input checked="" type="checkbox"/> GREATER THAN \$50,000
Account #: _____	3. <input type="checkbox"/> \$50,000 OR LESS
Amount: <u>62,328.04</u>	
Department: <u>CAO</u>	Dept. Monitor Name: <u>Hofstad</u>

**Purchasing Review**

Procurement or Contract/Lease requirements are met:	
<u>Olivia Mae</u>	Date: <u>5-21-2020</u>
Purchasing Manager or designee	Jeff Hyde, DeRita Mason, Jessica Darr

**2CFR Compliance Review (if required)**

Approved as written: <u>NO Federal</u>	Grant Name: _____
_____	Date: _____
Grants Coordinator	Danielle Garcia

**Risk Management Review**

Approved as written: <u>see email attached</u>	Date: <u>5-22-2020</u>
_____	
Risk Manager or designee	Edith Gibson or Karen Donaldson

**County Attorney Review**

Approved as written: <u>see email attached</u>	Date: <u>5-29-2020</u>
_____	
County Attorney	Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Department funding confirmed:	Date: _____
_____	

## DeRita Mason

---

**From:** Karen Donaldson  
**Sent:** Friday, May 22, 2020 9:43 AM  
**To:** DeRita Mason  
**Subject:** RE: Okaloosa Vet Court Salary Agreement

After section 5.9...the bold print...please change the risk management address to our current address.

This is approved by risk management. There is no insurance element.

Thank you

*Karen Donaldson*

Karen Donaldson  
Claims Examiner  
Public Records and Contracts Specialist  
Okaloosa County Risk Management  
302 N Wilson Street, Suite 301  
Crestview, Fl. 32536  
850.683.6207  
[KDonaldson@myokaloosa.com](mailto:KDonaldson@myokaloosa.com)



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---

**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Thursday, May 21, 2020 9:47 AM  
**To:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>  
**Subject:** FW: Okaloosa Vet Court Salary Agreement  
**Importance:** High

Please review and approve the attached.

Thank you,

DeRita Mason

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Tuesday, May 26, 2020 9:01 AM  
**To:** DeRita Mason  
**Subject:** FW: Okaloosa Vet Court Salary Agreement-C16-2412-CAO

See below, I already approved this one as revised.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**<sup>PA</sup>  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)

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---

**From:** Parsons, Kerry  
**Sent:** Friday, June 7, 2019 3:30 PM  
**To:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Subject:** RE: Okaloosa Vet Court Salary Agreement-C16-2412-CAO

No

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**<sup>PA</sup>  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)

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---

**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Friday, June 7, 2019 3:09 PM  
**To:** Parsons, Kerry <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>

**AGREEMENT FOR THE FUNDING OF COURT  
PERSONNEL BETWEEN THE FIRST JUDICIAL CIRCUIT  
OF FLORIDA AND OKALOOSA COUNTY, FLORIDA**

This Agreement is entered into by and between **Okaloosa County**, ("County"), a political subdivision of the State of Florida having its principal place of business at 1250 North Eglin Parkway, Suite 102, Shalimar, FL 32579, and the **First Judicial Circuit of Florida** ("Court") having its principal place of business at 190 Governmental Center, Pensacola, FL 32502.

**RECITALS**

**WHEREAS**, pursuant to section 29.0081, Florida Statutes, the County and the Court agree that the County will fund in part the position of Veterans Court Coordinator ("Coordinator") to assist in the operation of the Court's Veterans' Court Program in Okaloosa County; and

**WHEREAS** the County and Court desire to enter into a relationship whereby the County shall provide the funding for the Coordinator on the terms and subject to the conditions set forth herein and in section 29.0081, Florida Statutes.

**NOW THEREFORE**, in consideration of the above recitals and in consideration of the mutual agreements and undertakings set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I – COUNTY FUNDING OF COURT PERSONNEL**

1.1 The County agrees to provide funding for the existing Coordinator position within the Okaloosa County Veterans Court Program from the effective date of this Agreement through the court fiscal year ending June 30, 2021.

1.2 The County shall provide 40 hours per week salary and all applicable benefits, to include but not limited to additional holiday pay, FICA, life and health insurance and retirement, to the already existing Coordinator position, effective July 1, 2020.

1.3 Upon expiration of this Agreement, or substantial breach of the Agreement or upon the expiration of County funding, the position provided for under this Agreement shall terminate.

**ARTICLE II – RESPONSIBILITIES AND SUPERVISION**

2.1 The Coordinator position funded under this agreement shall be hired, supervised, managed, and fired by personnel of the Court. The County shall be considered the employer for purposes of section 440.10, F.S. (workers' compensation) and Chapter 443 (unemployment benefits).

2.2 The Coordinator position funded by the County may be aggregated for purposes of a flexible benefits plan pursuant to Section 125 of the Internal Revenue Code of 1986.

CONTRACT#: C16-2412-CAO  
FIRST JUDICIAL CIRCUIT OF FLORIDA  
VETERAN'S COURT COORDINATOR POSITION  
EXPIRES: 06/30/2021 W/1 1 YR RENEWAL



2.3 The Court shall supervise the Coordinator whose employment is funded in part under this Agreement. The Court shall be responsible for compliance with all requirements of federal and state employment laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, Title I of the Americans with Disabilities Act, 42 U.S.C. s. 1983, the Family Medical Leave Act, the Fair Labor Standards Act, chapters 447 and 760, and ss. 112.3187, 440.105, and 440.205; and fully indemnify the County from any liability under such laws, as authorized by s. 768.28(19), Florida Statutes, to the extent such liability is the result of the acts or omissions of the Court or its agents or employees.

### ARTICLE III – COST REIMBURSEMENT

3.1 The Court agrees to reimburse the County for salary and employment benefits costs for the Coordinator position not to exceed the amounts as listed in **Exhibit A**, attached to and incorporated into this Agreement. The County shall provide documents evidencing the expenses paid for the position and send the Court an invoice the first day of each month for all related costs incurred the preceding month as identified in **Exhibit A**. The County shall mail such invoices to **Cathy White, Director of Case Management, 100 W. Maxwell Street, Pensacola, FL 32502**. Payments will be due and payable within 30 days of receipt of invoice and supporting documentation as requested by the Court. The Court will initiate prompt payment procedures upon receipt of a written invoice, submitted in detail, sufficient for a proper pre and post-audit. Payment will be made pursuant to Section 215.422, Florida Statutes.

### ARTICLE IV - TERMINATION

4.1 This Agreement shall continue in full force and effect until June 30, 2021, and may be renewed for two (2) additional one (1) year terms aligning with the court's fiscal-year, upon mutual written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days' notice to the other party.

4.2 Upon termination or expiration of this Agreement, the County shall provide a final invoice for reimbursement and transfer any requested documents or data to Court. The position terminates upon the expiration of, or substantial breach of, the Agreement or upon the expiration of county funding for the position.

4.3. Each party shall return to the other party all copies of any Confidential Information or other materials received from the other party.

### ARTICLE V – MISCELLANEOUS

5.1 This Agreement and all rights and duties hereunder may not be assigned, delegated, or otherwise encumbered by any party without the prior written consent of the other party.

5.2 All notices, requests, or other communications required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing (including telecopy) and, unless otherwise expressly provided herein, shall be delivered (a) by hand during normal business hours, (b) by Federal Express, United Parcel Service or other reputable overnight commercial delivery service (collectively, "**overnight courier**"), (c) by registered or certified mail (return receipt requested) or (d) by telecopy, addressed as follows:



If to County:

Okaloosa County Board of County Commissioners  
1250 North Eglin Parkway – Suite 102  
Shalimar, FL 32579  
Telephone No.: 850/651-7575  
Facsimile No.: 850/651-7551  
Email: jhofstad@co.okaloosa.fl.us  
ATTN: John Hofstad

If to Court:

The First Judicial Circuit of Florida  
190 Governmental Center  
Pensacola, FL 32502  
ATTN: Kayla Blanchard  
Telephone No.: (850) 595-4400  
Email: kayla.blanchard@flcourts1.gov  
Facsimile No.: (850) 595-0360

Any such notice shall be effective for purposes of determining compliance with the time requirements herein (a) at the time of personal delivery, if delivered by hand, (b) at the time accepted for overnight delivery by the overnight courier, if delivered by overnight courier, (c) at the time of deposit in the United States mail, postage fully prepaid, if delivered by registered or certified mail, or (d) at the time of confirmation of receipt, if delivered by telecopy. In addition to the chosen notification method, the parties shall provide courtesy notice of the communication by electronic mail to the email address provided. If either party changes its address or contact person for purposes of notices hereunder, such party shall give written notice of such change to the other party.

5.3 This Agreement shall constitute the entire agreement between the parties hereto and shall supersede any other agreements whether oral or written, express or implied, as they pertain to the transactions contemplated herein. No revision, change, amendment, addendum or modification of this Agreement shall be effective unless made in writing and signed by both of the parties hereto.

5.4 This Agreement shall be construed and governed in accordance with the laws of the State of Florida. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, including but not limited to any applications for temporary restraining orders, temporary or permanent injunctions, the parties agree that such action will be brought in the Okaloosa County Circuit Court and the parties hereby submit to the exclusive jurisdiction of said Courts.

5.5 If any provision of this Agreement is found by any Court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed to be modified to the minimum extent necessary to cause it to be valid and enforceable and the invalidity or unenforceability of such provision prior to such modification shall not affect the other provisions of this Agreement and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect.

5.6 It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

5.7 The parties shall allow public access to all documents, records and other materials, subject to the provisions of Chapter 119, Florida Statutes, prepared or received by either party in conjunction with this Agreement.

5.8 Any record created by either party in accordance with this Agreement shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

5.9 VENDORS ON SCRUTINIZED COMPANIES LISTS: By executing this Agreement, the Court certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section, this Section shall be null and void.

**IF THE COURT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COURT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT, 302 NORTH WILSON STREET, SUITE 301, CRESTVIEW, FL 32536 PHONE: (850) 689-5977, [riskinfo@co.okaloosa.fl.us](mailto:riskinfo@co.okaloosa.fl.us).**

Court must comply with the public records laws, Florida Statutes Chapter 119, specifically, Court must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for

**The First Judicial Circuit of Florida**

By: Robin M. Wright  
Its: Robin M. Wright

Date: 5/27/2020

Catherine White  
Witness

Louise Bonds  
Witness

**Okaloosa County**

By: [Signature]  
Its: John Hofstad, County Administrator

Date: 6/3/20

ATTEST:

[Signature]  
JD Peacock, II  
Clerk of Circuit Court

Trial Court Administrator's Office  
First Judicial Circuit of Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY

Attorney: KRWalters

Date: 5/26/2020

Phone: (850) 595-4405

## **EXHIBIT "A"**

### **PERSONNEL COSTS**

The personnel costs for the Coordinator position applicable for this Program are:

Annual Salary:	\$41,870.40
FICA (6.2%)	\$2,595.96
Medicare (1.45%)	\$607.12
Retirement (7.30%)	\$4,187.04
Health	\$12,559.20
Dental	\$367.56
Life	\$24.00
Disability	\$45.60
Workers Comp	\$71.18
<b>TOTAL APPROXIMATE COST</b>	<b>\$62,328.06</b>

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/16/2016

Contract/Lease Control #: C16-2412-CAO

Bid #: N/A

Contract/Lease Type: CONTRACT

Award To/Lessee: FIRST JUDICIAL CIRCUIT OF FLORIDA

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/01/2016

Term: 06/30/2017 W/2-ONE YR RENEWALS

Description of  
Contract/Lease: VETERAN'S COURT COORDINATOR POSITION

Department: CAO

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515

Monitor's FAX # or E-mail: JHOFSTAD@CO.OKALOOSA.FL.US

Closed: \_\_\_\_\_

cc: Finance Department Contracts & Grants Office



## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/17/2019

Contract/Lease Control #: C16-2412-CAO

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: FIRST JUDICIAL CIRCUIT OF FLORIDA

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/01/2019

Expiration Date: 06/30/2020 W/2 1 YR RENEWALS

Description of  
Contract/Lease: VETERAN'S COURT COORDINATOR POSITION

Department: CAO

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C16-2412-CAD Tracking Number: 340679  
Procurement/Contractor/Lessee Name: 1st Judicial Circuit of Florida Grant Funded: YES ☐ NO ☒  
Purpose: Agreement for funding for court personnel  
Date/Term: 6-30-20 w/21yr renewal 1. ☐ GREATER THAN \$100,000  
Amount: \$57,223.86 2. ☒ GREATER THAN \$50,000  
Department: CAD 3. ☐ \$50,000 OR LESS  
Dept. Monitor Name: Horstad

**Purchasing Review**

Procurement or Contract/Lease requirements are met:

White

Date: 6-5-19

Purchasing Manager or designee

Jeff Hyde, DeRita Mason, Victoria Taravella

**2CFR Compliance Review (if required)**

Approved as written:

NO Redacted fields

Grant Name: \_\_\_\_\_

Date: \_\_\_\_\_

Grants Coordinator

Danielle Garcia

**Risk Management Review**

Approved as written:

See email attached

Date: 6-6-19

Risk Manager or designee

Laura Porter or Krystal King

**County Attorney Review**

Approved as written:

See email attach

Date: 6-7-19

County Attorney

Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:

Date: \_\_\_\_\_

Finance Manager or designee

## DeRita Mason

---

**From:** Karen Donaldson  
**Sent:** Wednesday, June 05, 2019 5:19 PM  
**To:** DeRita Mason  
**Subject:** RE: Okaloosa Vet Court Salary Agreement-C16-2412-CAO

DeRita

This is approved by Risk Management

Thank you

*Karen Donaldson*

Karen Donaldson  
Public Records and Contracts Specialist  
Okaloosa County Risk Management  
5479-B Old Bethel Rd.  
Crestview, FL 32536  
850.683.6207  
[KDonaldson@myokaloosa.com](mailto:KDonaldson@myokaloosa.com)



*Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

---

**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Wednesday, June 5, 2019 1:38 PM  
**To:** Parsons, Kerry <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>; Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Cc:** Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>  
**Subject:** FW: Okaloosa Vet Court Salary Agreement-C16-2412-CAO  
**Importance:** High

Please review and approve the attached.

Thank you,

DeRita

---

**From:** Cathy White [<mailto:Cathy.White@FLCOURTS1.GOV>]  
**Sent:** Wednesday, June 05, 2019 1:23 PM  
**To:** Victoria Taravella <[vtaravella@myokaloosa.com](mailto:vtaravella@myokaloosa.com)>; DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Cc:** Stacy K. Roberts <[Stacy.Roberts@FLCOURTS1.GOV](mailto:Stacy.Roberts@FLCOURTS1.GOV)>; Shannon Brown <[sbrown@myokaloosa.com](mailto:sbrown@myokaloosa.com)>; Brenda Hooks

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Friday, June 07, 2019 2:30 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: Okaloosa Vet Court Salary Agreement-C16-2412-CAO

No

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[Kparsons@ngn-tally.com](mailto:Kparsons@ngn-tally.com)

*The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!*

---

**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Friday, June 7, 2019 3:09 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Subject:** RE: Okaloosa Vet Court Salary Agreement-C16-2412-CAO

Do you need to see this back after changes have been made?

---

**From:** Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]  
**Sent:** Friday, June 07, 2019 12:44 PM  
**To:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Cc:** Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>; Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Subject:** RE: Okaloosa Vet Court Salary Agreement-C16-2412-CAO

By law the font size of the public records language in the contract in bold must be 14 point font. Additionally, the scrutinized contractors provision needs to be added in. Otherwise this looks good.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[Kparsons@ngn-tally.com](mailto:Kparsons@ngn-tally.com)

**AGREEMENT FOR THE FUNDING OF COURT PERSONNEL  
BETWEEN THE FIRST JUDICIAL CIRCUIT OF FLORIDA AND  
OKALOOSA COUNTY, FLORIDA**

This Agreement is entered into by and between **Okaloosa County**, ("County"), a political subdivision of the State of Florida having its principal place of business at 1250 North Eglin Parkway, Suite 102, Shalimar, FL 32579, and the **First Judicial Circuit of Florida** ("Court") having its principal place of business at 190 Governmental Center, Pensacola, FL 32502.

**RECITALS**

**WHEREAS**, pursuant to section 29.0081, Florida Statutes, the County and the Court agree that the County will fund in part the position of Veterans Court Coordinator ("Coordinator") to assist in the operation of the Court's Veterans' Court Program in Okaloosa County; and

**WHEREAS** the County and Court desire to enter into a relationship whereby the County shall provide the funding for the Coordinator on the terms and subject to the conditions set forth herein and in section 29.0081, Florida Statutes.

**NOW THEREFORE**, in consideration of the above recitals and in consideration of the mutual agreements and undertakings set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I – COUNTY FUNDING OF COURT PERSONNEL**

1.1 The County agrees to provide funding for the existing Coordinator position within the Okaloosa County Veterans Court Program from the effective date of this Agreement through the court fiscal-year ending June 30, 2020.

1.2 The County shall provide 40 hours per week salary and all applicable benefits, to include but not limited to additional holiday pay, FICA, life and health insurance and retirement, to the already existing Coordinator position, effective July 1, 2019.

1.3 Upon expiration of this Agreement, or substantial breach of the Agreement or upon the expiration of County funding, the position provided for under this Agreement shall terminate.

**ARTICLE II – RESPONSIBILITIES AND SUPERVISION**

2.1 The Coordinator position funded under this agreement shall be hired, supervised, managed, and fired by personnel of the Court. The County shall be considered the employer for purposes of section 440.10, F.S. (workers' compensation) and Chapter 443 (unemployment benefits).

2.2 The Coordinator position funded by the County may be aggregated for purposes of a flexible benefits plan pursuant to Section 125 of the Internal Revenue Code of 1986.

2.3 The Court shall supervise the Coordinator whose employment is funded in part under this Agreement. The Court shall be responsible for compliance with all requirements of federal and state employment laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, Title I of the Americans with Disabilities



Act, 42 U.S.C. s. 1983, the Family Medical Leave Act, the Fair Labor Standards Act, chapters 447 and 760, and ss. 112.3187, 440.105, and 440.205; and fully indemnify the County from any liability under such laws, as authorized by s. 768.28(19), Florida Statutes, to the extent such liability is the result of the acts or omissions of the Court or its agents or employees.

### ARTICLE III – COST REIMBURSEMENT

3.1 The Court agrees to reimburse the County for salary and employment benefits costs for the Coordinator position not to exceed the amounts as listed in **Exhibit A**, attached to and incorporated in to this Agreement. The County shall provide documents evidencing the expenses paid for the position and send the Court an invoice the first day of each month for all related costs incurred the preceding month as identified in **Exhibit A**. The County shall mail such invoices to **Cathy White, Director of Case Management, 100 W. Maxwell Street, Pensacola, FL 32502**. Payments will be due and payable within 30 days of receipt of invoice and supporting documentation as requested by the Court. The Court will initiate prompt payment procedures upon receipt of a written invoice, submitted in detail sufficient for a proper pre and post-audit. Payment will be made pursuant to Section 215.422, Florida Statutes.

### ARTICLE IV - TERMINATION

4.1 This Agreement shall continue in full force and effect until June 30, 2020, and may be renewed for two (2) additional one (1) year terms aligning with the court's fiscal-year, upon mutual written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days' notice to the other party.

4.2 Upon termination or expiration of this Agreement, the County shall provide a final invoice for reimbursement and transfer any requested documents or data to Court. The position terminates upon the expiration of, or substantial breach of, the Agreement or upon the expiration of county funding for the position.

4.3 Each party shall return to the other party all copies of any Confidential Information or other materials received from the other party.

### ARTICLE V – MISCELLANEOUS

5.1 This Agreement and all rights and duties hereunder may not be assigned, delegated, or otherwise encumbered by any party without the prior written consent of the other party.

5.2 All notices, requests, or other communications required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing (including telecopy) and, unless otherwise expressly provided herein, shall be delivered (a) by hand during normal business hours, (b) by Federal Express, United Parcel Service or other reputable overnight commercial delivery service (collectively, "**overnight courier**"), (c) by registered or certified mail (return receipt requested) or (d) by telecopy, addressed as follows:

If to County:

Okaloosa County Board of County Commissioners  
1250 North Eglin Parkway – Suite 102  
Shalimar, FL 32579  
Telephone No.: 850/651-7575  
Facsimile No.: 850/651-7551  
Email: [jhofstad@co.okaloosa.fl.us](mailto:jhofstad@co.okaloosa.fl.us)  
ATTN: John Hofstad

If to Court:

The First Judicial Circuit of Florida  
190 Governmental Center  
Pensacola, FL 32502  
ATTN: Kayla Blanchard  
Telephone No.: (850) 595-4400  
Email: kayla.blanchard@flcourts1.gov  
Facsimile No.: (850) 595-0360

Any such notice shall be effective for purposes of determining compliance with the time requirements herein (a) at the time of personal delivery, if delivered by hand, (b) at the time accepted for overnight delivery by the overnight courier, if delivered by overnight courier, (c) at the time of deposit in the United States mail, postage fully prepaid, if delivered by registered or certified mail, or (d) at the time of confirmation of receipt, if delivered by telecopy. In addition to the chosen notification method, the parties shall provide courtesy notice of the communication by electronic mail to the email address provided. If either party changes its address or contact person for purposes of notices hereunder, such party shall give written notice of such change to the other party.

5.3 This Agreement shall constitute the entire agreement between the parties hereto and shall supersede any other agreements whether oral or written, express or implied, as they pertain to the transactions contemplated herein. No revision, change, amendment, addendum or modification of this Agreement shall be effective unless made in writing and signed by both of the parties hereto.

5.4 This Agreement shall be construed and governed in accordance with the laws of the State of Florida. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, including but not limited to any applications for temporary restraining orders, temporary or permanent injunctions, the parties agree that such action will be brought in the Okaloosa County Circuit Court and the parties hereby submit to the exclusive jurisdiction of said Courts.

5.5 If any provision of this Agreement is found by any Court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed to be modified to the minimum extent necessary to cause it to be valid and enforceable and the invalidity or unenforceability of such provision prior to such modification shall not affect the other provisions of this Agreement and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect.

5.6 It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

5.7 The parties shall allow public access to all documents, records and other materials, subject to the provisions of Chapter 119, Florida Statutes, prepared or received by either party in conjunction with this Agreement.

5.8 Any record created by either party in accordance with this Agreement shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

5.9 VENDORS ON SCRUTINIZED COMPANIES LISTS: By executing this Agreement, the Court, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector

List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section, this Section shall be null and void.

**IF THE COURT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COURT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT, 5479 OLD BETHEL ROAD, CRESTVIEW, FL 32536 PHONE: (850) 689-5977, riskinfo@co.okaloosa.fl.us.**

Court must comply with the public records laws, Florida Statutes Chapter 119, specifically, Court must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Court does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor/Court or keep and maintain public records required by the County to perform the service. If the Court transfers all public records to the public agency upon completion of the Agreement, the Court shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Court keeps and maintains public records upon completion of the Agreement, the Court shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Contractor/Court warrants, that as it pertains to any federal funds utilized under this Agreement, it conducts audits as required by OMB Circulars, federal cost principles, or cost accounting standards

applicable to its performance as a recipient of U.S. governmental funds and that such audit has revealed no material findings.

Contractor/Court shall maintain all records pertaining to this Agreement for a period of three (3) years after completion of this Agreement. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor/Court with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

IN WITNESS WHEREOF, the Court and County have executed this Agreement on the dates shown below.

**The First Judicial Circuit of Florida**

By: Robin M. Wright  
Its: Robin M. Wright

Date: 6/7/19

A. R. Agnew  
Witness

Ching's Egan  
Witness

**Okaloosa County**

By: [Signature]  
Its: John Hofstad, County Administrator

Date: 6/14/19

ATTEST:

[Signature]  
JD Peacock, II  
Clerk of Circuit Court

Trial Court Administrator's Office  
First Judicial Circuit of Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY

Attorney: [Signature]

Date: 6/7/19

Phone: (850) 595-4405

## EXHIBIT "A"

### PERSONNEL COSTS

The personnel costs for the Coordinator position applicable for this Program are:

Annual Salary:	\$39,478.40
FICA (6.2%)	\$2,447.66
Medicare (1.45%)	\$572.44
Retirement (7.30%)	\$3,343.82
Health	\$10,849.80
Dental	\$367.56
Life	\$42.96
Disability	\$50.16
Workers Comp	\$71.06
<b>TOTAL APPROXIMATE COST</b>	<b>\$57,223.86</b>



## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06-11-2018

Contract/Lease Control #: C16-2412-CAO

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: FIRST JUDICIAL CIRCUIT OF FLORIDA

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/01/2016

Expiration Date: 06/30/2019

Description of Contract/Lease: VETERAN'S COURT COORDINATOR POSITION

Department: CAO

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515


Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed:

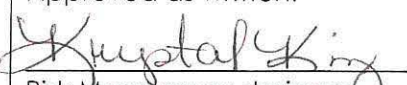
Cc: Finance Department Contracts & Grants Office

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: <u>C16-2412-CAO</u>		Tracking Number: <u>2975-18</u>	
Procurement/Contractor/Lessee Name: <u>First Judicial Circuit of Florida</u>		Grant Funded: YES___ NO <input checked="" type="checkbox"/>	
Purpose: <u>Veterans' Court Coordinator</u>			
Date/Term: <u>7/1/18 - 6/30/19</u>		1. <input checked="" type="checkbox"/> GREATER THAN \$100,000	
Amount: <u>\$54,248.31</u>		2. <input type="checkbox"/> GREATER THAN \$50,000	
Department: <u>HR</u>		3. <input type="checkbox"/> \$50,000 OR LESS	
Dept. Monitor Name: <u>McVay</u>			

Purchasing Review	
Procurement or Contract/Lease requirements are met:	
	Date: <u>4/11/18</u>
Purchasing Director or designee	Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young

2CFR Compliance Review (if required)	
Approved as written:	
<u>N/A</u>	Date: _____
Grants Coordinator	Renee Biby

Risk Management Review	
Approved as written:	
	Date: <u>4-11-18</u>
Risk Manager or designee	Laura Porter or Krystal King

County Attorney Review	
Approved as written:	
<u>See Approval Dated</u>	Date: <u>4/24/18</u>
County Attorney	Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance	
Document has been received:	
_____	Date: _____
Finance Manager or designee	

## Matthew Young

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Tuesday, April 24, 2018 9:10 AM  
**To:** Matthew Young  
**Cc:** Lynn Hoshihara; Krystal King; Laura Porter; DeRita Mason; Jeffrey Hyde  
**Subject:** RE: Veterans' Court Coordinator/ Coordination No. 2975-18

This is approved for legal purposes.

---

**From:** Matthew Young [mailto:myoung@myokaloosa.com]  
**Sent:** Wednesday, April 11, 2018 10:38 AM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara; Krystal King; Laura Porter; DeRita Mason; Jeffrey Hyde  
**Subject:** FW: Veterans' Court Coordinator/ Coordination No. 2975-18

Good morning,

Please see the coordination item for HR, attached.

Respectfully,



**Matthew Young**  
Contracts & Lease Coordinator  
Okaloosa County Purchasing Department

Tel: (850) 689-5960 Fax: (850) 689-5970  
[myoung@co.okaloosa.fl.us](mailto:myoung@co.okaloosa.fl.us) [www.co.okaloosa.fl.us](http://www.co.okaloosa.fl.us)  
5479 Old Bethel Rd, Suite A, Crestview, FL 32536

*Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

**From:** GinNeal McVay  
**Sent:** Monday, April 09, 2018 7:41 AM  
**To:** Matthew Young <myoung@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>; Jeffrey Hyde <jhyde@myokaloosa.com>  
**Cc:** Rachel Saddler <rsaddler@myokaloosa.com>; Shannon Brown <sbrown@myokaloosa.com>; Kerrie Holland <kholland@myokaloosa.com>; Brenda Hooks <bhooks@myokaloosa.com>; Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>; Krystal King <kking@myokaloosa.com>; Laura Porter <lporter@myokaloosa.com>; Stephanie Herrick <sherrick@myokaloosa.com>  
**Subject:** Veterans' Court Coordinator

There will not be any changes to the terms and/or conditions from the original agreement. I will bring the original to you for your files.



## CONTRACT/LEASE RENEWAL FORM

Date: 4/9/2018

The First Judicial Circuit of Florida

Catherine White

190 Governmental Center

Pensacola, FL 32502

RE: Veterans' Court Coordinator Agreement

Contract # C16-2412-CAO

FIRST JUDICIAL CIRCUIT OF FLORIDA

VETERAN'S COURT COORDINATOR POSITION

EXPIRES: 06/30/2019

Dear Ms. White,

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C16-2412-CAO \_\_\_\_\_ for an additional term. The contract renewal period will be 7/1/2018 \_\_\_\_\_ to 6/30/2019 \_\_\_\_\_. The annual budgeted amount for this contract is \$54,248.37 \_\_\_\_\_. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

**If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).**

### COUNTY REPRESENTATIVES

Dept. Director

Signature: [Signature]

Date: 4/9/2018

Approved By: [Signature]  
(as prescribed below on item 1)

Date: 6/2/18

Approved By: \_\_\_\_\_  
(as prescribed below on item 1)

Date: \_\_\_\_\_

### AUTHORIZED COMPANY REPRESENTATIVE

Contractor: Rubini malugut

Approved By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **County Department Instructions:**

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Director <\$50K and less, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Purchasing Services Coordinator.  
If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06-12-2017

Contract/Lease Control #: C16-2412-CAO

Bid #: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: FIRST JUDICIAL CIRCUIT OF FLORIDA

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/01/2016

Expiration Date: 03/30/2018 W/1 1 YR RENEWAL

Description of  
Contract/Lease: VETERAN'S COURT COORDINATOR POSITION

Department: CAO

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515

Monitor's FAX # or E-mail: JHOFSTAD@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office



## CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>TBP</u>	Tracking Number: <u>2418-17</u>
Contractor/Lessee Name: <u>First Judicial Court of Florida</u>	Grant Funded: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Purpose: <u>Court personnel</u>	
Date/Term: <u>6-30-18 w/2 1/yr renewals</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>Salary + costs 5424851</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>HR</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>McVay</u>	
Document has been reviewed and includes any attachments or exhibits.	

<b>Purchasing Review</b>	
Procurement requirements are met:	
<u>[Signature]</u>	Date: <u>5-19-17</u>
Purchasing Director or designee	Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

<b>Risk Management Review</b>	
Approved as written:	
<u>[Signature]</u>	Date: <u>5-23-17</u>
Risk Manager or designee	Laura Porter or Krystal King

<b>County Attorney Review</b>	
Approved as written: <u>see email attached</u>	
	Date: <u>5-22-17</u>
County Attorney	Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

<b>Contracts &amp; Grants</b>	
Document has been received:	
	Date: _____
Contracts & Grants Manager	

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Monday, May 22, 2017 2:54 PM  
**To:** DeRita Mason; GinNeal McVay  
**Cc:** Lynn Hoshihara  
**Subject:** RE: First Judicial Court Contract

This is approved for legal sufficiency.

---

**From:** DeRita Mason [mailto:dmason@co.okaloosa.fl.us]  
**Sent:** Monday, May 22, 2017 2:34 PM  
**To:** Parsons, Kerry; GinNeal McVay  
**Cc:** Lynn Hoshihara  
**Subject:** [MACRO WARNING] RE: First Judicial Court Contract

Here is the revised version. Kerry, can you just respond with your usually language so that I can put it with the coordination sheet.

Thanks,

---

**From:** Parsons, Kerry [mailto:KParsons@ngn-tally.com]  
**Sent:** Monday, May 22, 2017 1:28 PM  
**To:** GinNeal McVay <gmcvay@co.okaloosa.fl.us>  
**Cc:** DeRita Mason <dmason@co.okaloosa.fl.us>; Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>  
**Subject:** RE: First Judicial Court Contract

Hey GinNeal:

That makes sense. Someone will want to change "contractor" to the "Court" in the public records language and take out where it says "insert public records language". Otherwise the agreement looks fine.

---

**From:** GinNeal McVay [mailto:gmcvay@co.okaloosa.fl.us]  
**Sent:** Monday, May 22, 2017 2:06 PM  
**To:** Parsons, Kerry  
**Cc:** DeRita Mason  
**Subject:** [MACRO WARNING] First Judicial Court Contract

The position was originally approved as a part-time position. This contract allows us to employ the individual on a full-time basis because we receive reimbursement from Court Administration. Without this funding, the position will revert back to part-time without health/life/dental benefits. I do not have any concerns with the proposed additional language. Upon your approval of my explanation above, I will forward the changes back to Cathy White for acceptance and execution of the document for our agenda request.

Thank you.

*GinNeal M. McVay, PHR, SHRM-CP*  
Human Resources Director  
Okaloosa County BCC

**AGREEMENT FOR THE FUNDING OF COURT PERSONNEL BETWEEN THE FIRST  
JUDICIAL CIRCUIT OF FLORIDA AND OKALOOSA COUNTY, FLORIDA**

This Agreement is entered into by and between **Okaloosa County**, ("County"), a political subdivision of the State of Florida having its principal place of business at 1250 North Eglin Parkway, Suite 102, Shalimar, FL 32579, and the **First Judicial Circuit of Florida** ("Court") having its principal place of business at 190 Governmental Center, Pensacola, FL 32502.

**RECITALS**

**WHEREAS**, pursuant to section 29.0081, Florida Statutes, the County and the Court agree that the County will fund in part the position of Veterans Court Coordinator ("Coordinator") to assist in the operation of the Court's Veterans' Court Program in Okaloosa County; and

**WHEREAS** the County and Court desire to enter into a relationship whereby the County shall provide the funding for the Coordinator on the terms and subject to the conditions set forth herein and in section 29.0081, Florida Statutes.

**NOW THEREFORE**, in consideration of the above recitals and in consideration of the mutual agreements and undertakings set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I – COUNTY FUNDING OF COURT PERSONNEL**

1.1 The County agrees to provide funding for the existing Coordinator position within the Okaloosa County Veterans Court Program from the effective date of this Agreement through the court fiscal-year ending June 30, 2018.

1.2 The County shall provide 40 hours per week salary and all applicable benefits, to include but not limited to additional holiday pay, FICA, life and health insurance and retirement, to the already existing Coordinator position, effective July 1, 2017.

1.3 Upon the expiration of this Agreement, or substantial breach of the agreement or upon the expiration of County funding, the position provided for under this Agreement shall terminate.

**ARTICLE II – RESPONSIBILITIES AND SUPERVISION**

2.1 The Coordinator position funded under this agreement shall be hired, supervised, managed, and fired by personnel of the Court. The County shall be considered the employer for purposes of section 440.10, F.S. (workers' compensation) and Chapter 443 (unemployment benefits).

2.2. The Coordinator position funded by the County may be aggregated for purposes of a flexible benefits plan pursuant to Section 125 of the Internal Revenue Code of 1986.

2.3 The Court shall supervise the Coordinator whose employment is funded in part under this agreement. The Court shall be responsible for compliance with all requirements of federal and state employment laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, Title I of the Americans with Disabilities Act, 42 U.S.C. s. 1983, the Family Medical Leave Act, the Fair Labor Standards Act, chapters 447 and 760, and ss. 112.3187, 440.105, and 440.205; and fully indemnify the County from any liability

under such laws, as authorized by s. 768.28(19), Florida Statutes, to the extent such liability is the result of the acts or omissions of the Court or its agents or employees.

### ARTICLE III – COST REIMBURSEMENT

3.1 The Court agrees to reimburse the County for salary and employment benefits costs for the Coordinator position not to exceed the amounts as listed in **Exhibit A**, attached to and incorporated in to this Agreement. The County shall provide documents evidencing the expenses paid for the position and send the Court an invoice the first day of each month for all related costs incurred the preceding month as identified in Exhibit A. The County shall mail such invoices to **Cathy White, Director of Case Management, 100 W. Maxwell Street, Pensacola, FL 32502**. Payments will be due and payable within 30 days of receipt of invoice and supporting documentation as requested by the Court. The Court will initiate prompt payment procedures upon receipt of a written invoice, submitted in detail sufficient for a proper pre and post-audit. Payment will be made pursuant to Section 215.422, Florida Statutes.

### ARTICLE IV - TERMINATION

4.1 This Agreement shall continue in full force and effect until June 30, 2018, and may be renewed for two (2) additional one (1) year terms aligning with the court's fiscal-year, upon mutual written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days' notice to the other party.

4.2 Upon termination or expiration of this Agreement, the County shall provide a final invoice for reimbursement and transfer any requested documents or data to Court. The position terminates upon the expiration of, or substantial breach of, the agreement or upon the expiration of county funding for the position.

4.3. Each party shall return to the other party all copies of any Confidential Information or other materials received from the other party.

### ARTICLE V – MISCELLANEOUS

5.1 This Agreement and all rights and duties hereunder may not be assigned, delegated, or otherwise encumbered by any party without the prior written consent of the other party.

5.2 All notices, requests, or other communications required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing (including telecopy) and, unless otherwise expressly provided herein, shall be delivered (a) by hand during normal business hours, (b) by Federal Express, United Parcel Service or other reputable overnight commercial delivery service (collectively, "**overnight courier**"), (c) by registered or certified mail (return receipt requested) or (d) by telecopy, addressed as follows:

If to County:

Okaloosa County Board of County Commissioners  
1250 North Eglin Parkway – Suite 102  
Shalimar, FL 32579

Telephone No.: 850/651-7575  
Facsimile No.: 850/651-7551  
Email: jhofstad@co.okaloosa.fl.us  
ATTN: John Hofstad

If to Court:

The First Judicial Circuit of Florida  
190 Governmental Center  
Pensacola, FL 32502  
ATTN: Will Moore  
Telephone No.: (850) 595-4400  
Email: will.moore@flcourts1.gov  
Facsimile No.: (850) 595-0360

Any such notice shall be effective for purposes of determining compliance with the time requirements herein (a) at the time of personal delivery, if delivered by hand, (b) at the time accepted for overnight delivery by the overnight courier, if delivered by overnight courier, (c) at the time of deposit in the United States mail, postage fully prepaid, if delivered by registered or certified mail, or (d) at the time of confirmation of receipt, if delivered by telecopy. In addition to the chosen notification method, the parties shall provide courtesy notice of the communication by electronic mail to the email address provided. If either party changes its address or contact person for purposes of notices hereunder, such party shall give written notice of such change to the other party

5.3 This Agreement shall constitute the entire agreement between the parties hereto and shall supersede any other agreements whether oral or written, express or implied, as they pertain to the transactions contemplated herein. No revision, change, amendment, addendum or modification of this Agreement shall be effective unless made in writing and signed by both of the parties hereto.

5.4 This Agreement shall be construed and governed in accordance with the laws of the State of Florida. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, including but not limited to any applications for temporary restraining orders, temporary or permanent injunctions, the parties agree that such action will be brought in the Okaloosa County Circuit Court and the parties hereby submit to the exclusive jurisdiction of said Courts.

5.5 If any provision of this Agreement is found by any Court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed to be modified to the minimum extent necessary to cause it to be valid and enforceable and the invalidity or unenforceability of such provision prior to such modification shall not affect the other provisions of this Agreement and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect.

5.6 It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

5.7 The parties shall allow public access to all documents, records and other materials, subject to the provisions of Chapter 119, Florida Statutes, prepared or received by either party in conjunction with this Agreement.

5.8 Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

**IF THE COURT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COURT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT, 5479 OLD BETHEL ROAD, CRESTVIEW, FL 32536 PHONE: (850) 689-5977, [riskinfo@co.okaloosa.fl.us](mailto:riskinfo@co.okaloosa.fl.us).**

Court must comply with the public records laws, Florida Statute chapter 119, specifically Court must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Court does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the Court transfers all public records to the public agency upon completion of the contract, the Court shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Court keeps and maintains public records upon completion of the contract, the Court shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Contractor warrants, that as it pertains to any federal funds utilized under this Agreement, it conducts audits as required by OMB Circulars, federal cost principles, or cost accounting standards applicable to its performance as a recipient of U.S. governmental funds and that such audit has revealed no material findings.

Contractor shall maintain all records pertaining to this Contract for a period of three (3) years after completion of this Contract. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

IN WITNESS WHEREOF, the Court and County have executed this Agreement on the dates shown below.

The First Judicial Circuit of Florida

By: Robin M. Wright  
Its: Robin M. Wright

Date: 5/22/17

Aimee L. Cartrall  
Witness

Kasey R. Watson  
Witness

Okaloosa County

By: Carolyn Ketchel  
Its: Carolyn Ketchel, Chairman

Date: 6 June 2017

ATTEST:

Dary J. Stepien  
JD Peacock, II  
Clerk of Circuit Court

Trial Court Administrator's Office  
First Judicial Circuit of Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY

Attorney: [Signature]  
Date: 5/22/17  
Phone: (850) 595-4405



## EXHIBIT "A"

### PERSONNEL COSTS

The personnel costs for the Coordinator position applicable for this Program are:

Annual Salary:	\$37,481.60
FICA (6.2%)	\$2,323.86
Medicare (1.45%)	\$543.48
Retirement (7.30%)	\$2,818.62
Health	\$10,517.76
Dental	\$380.88
Life	\$39.12
Disability	\$45.60
Workers Comp	\$97.45
<b>TOTAL APPROXIMATE COST</b>	<b>\$54,248.37</b>

**AGREEMENT FOR THE FUNDING OF COURT PERSONNEL  
BETWEEN THE FIRST JUDICIAL CIRCUIT OF FLORIDA AND  
OKALOOSA COUNTY, FLORIDA**

This Agreement is entered into by and between **Okaloosa County**, ("County"), a political subdivision of the State of Florida having its principal place of business at 1250 North Eglin Parkway, Suite 102, Shalimar, FL 32579, and the **First Judicial Circuit of Florida** ("Court") having its principal place of business at 190 Governmental Center, Pensacola, FL 32502.

**RECITALS**

**WHEREAS**, pursuant to section 29.0081, Florida Statutes, the County and the Court agree that the County will fund in part the position of Veterans Court Coordinator ("Coordinator") to assist in the operation of the Court's Veterans' Court Program in Okaloosa County; and

**WHEREAS** the County and Court desire to enter into a relationship whereby the County shall provide the funding for the Coordinator on the terms and subject to the conditions set forth herein and in section 29.0081, Florida Statutes.

**NOW THEREFORE**, in consideration of the above recitals and in consideration of the mutual agreements and undertakings set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I – COUNTY FUNDING OF COURT PERSONNEL**

1.1 The County agrees to provide funding for the existing Coordinator position within the Okaloosa County Veterans Court Program from the effective date of this Agreement through the court fiscal-year ending June 30, 2017.

1.2 The County shall provide 40 hours per week salary and all applicable benefits, to include but not limited to additional holiday pay, FICA, life and health insurance and retirement, to the already existing Coordinator position, effective July 1, 2016.

**ARTICLE II – RESPONSIBILITIES AND SUPERVISION**

2.1 The Coordinator position funded under this agreement shall be hired, supervised, managed, and fired by personnel of the Court. The County shall be considered the employer for purposes of section 440.10, F.S. (workers' compensation) and Chapter 443 (unemployment benefits).

2.2 The Court shall supervise the Coordinator whose employment is funded in part under this agreement. The Court shall be responsible for compliance with all requirements of federal and state employment laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, Title I of the Americans with Disabilities Act, 42 U.S.C. s. 1983, the Family Medical Leave Act, the Fair Labor Standards Act, chapters 447 and 760, and ss. 112.3187, 440.105, and 440.205; and fully indemnify the County from any liability under such laws, as authorized by s. 768.28(19), to the extent such liability is the result of the acts or omissions of the Court or its agents or employees.

**CONTRACT # C16-2412-CAO  
1ST JUDICIAL CIRCUIT COURT  
VETERAN'S COURT COORDINATOR POSITION  
EXPIRES: 06/30/2017 W/2-ONE YR RENEWALS**

### ARTICLE III – COST REIMBURSEMENT

3.1 The Court agrees to reimburse the County for salary and employment benefits costs for the Coordinator position not to exceed the amounts as listed in **Exhibit A**, attached to and incorporated in to this Agreement. The County shall provide documents evidencing the expenses paid for the position and send the Court an invoice the first day of each month for all related costs incurred the preceding month as identified in Exhibit A. The County shall mail such invoices to **Cathy White, Drug Court Manager, 100 W. Maxwell Street, Pensacola, FL 32502**. Payments will be due and payable within 30 days of receipt of invoice and supporting documentation as requested by the Court. The Court will initiate prompt payment procedures upon receipt of a written invoice, submitted in detail sufficient for a proper pre and post-audit. Payment will be made pursuant to Section 215.422, Florida Statutes.

### ARTICLE IV - TERMINATION

4.1 This Agreement shall continue in full force and effect until June 30, 2017, and may be renewed for two (2) additional one (1) year terms aligning with the court's fiscal-year, upon mutual written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days' notice to the other party.

4.2 Upon termination or expiration of this Agreement, the County shall provide a final invoice for reimbursement and transfer any requested documents or data to Court. The position terminates upon the expiration of, or substantial breach of, the agreement or upon the expiration of county funding for the position.

4.3 Each party shall return to the other party all copies of any Confidential Information or other materials received from the other party;

### ARTICLE V – MISCELLANEOUS

5.1 This Agreement and all rights and duties hereunder may not be assigned, delegated, or otherwise encumbered by any party without the prior written consent of the other party.

5.2 All notices, requests, or other communications required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing (including telecopy) and, unless otherwise expressly provided herein, shall be delivered (a) by hand during normal business hours, (b) by Federal Express, United Parcel Service or other reputable overnight commercial delivery service (collectively, "overnight courier"), (c) by registered or certified mail (return receipt requested) or (d) by telecopy, addressed as follows:

If to County:

Okaloosa County Board of County Commissioners  
1250 North Eglin Parkway – Suite 102  
Shalimar, FL 32579  
Telephone No.: 850/651-7575  
Facsimile No.: 850/651-7551  
Email: jhofstad@co.okaloosa.fl.us  
ATTN: John Hofstad

If to Court:

The First Judicial Circuit Florida  
190 Governmental Center  
Pensacola, FL 32502  
ATTN: Will Moore  
Telephone No.: (850) 595-4400  
Email: will.moore@flcourts1.gov  
Facsimile No.: (850) 595-0360

All notices required by this agreement shall be in writing to the representative listed above with a courtesy copy to the following:

Joanne Kublik  
Contracts & Leases Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
850-689-5960/ 850-689-5998 (FAX)  
Email: JKublik@co.okaloosa.fl.us

Any such notice shall be effective for purposes of determining compliance with the time requirements herein (a) at the time of personal delivery, if delivered by hand, (b) at the time accepted for overnight delivery by the overnight courier, if delivered by overnight courier, (c) at the time of deposit in the United States mail, postage fully prepaid, if delivered by registered or certified mail, or (d) at the time of confirmation of receipt, if delivered by telecopy. In addition to the chosen notification method, the parties shall provide courtesy notice of the communication by electronic mail to the email address provided. If either party changes its address or contact person for purposes of notices hereunder, such party shall give written notice of such change to the other party

5.3 This Agreement shall constitute the entire agreement between the parties hereto and shall supersede any other agreements whether oral or written, express or implied, as they pertain to the transactions contemplated herein. No revision, change, amendment, addendum or modification of this Agreement shall be effective unless made in writing and signed by both of the parties hereto.

5.4 This Agreement shall be construed and governed in accordance with the laws of the State of Florida. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, including but not limited to any applications for temporary restraining orders, temporary or permanent injunctions, the parties agree that such action will be brought in the Okaloosa County Circuit Court and the parties hereby submit to the exclusive jurisdiction of said Courts.

5.5 If any provision of this Agreement is found by any Court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed to be modified to the minimum extent necessary to cause it to be valid and enforceable and the invalidity or unenforceability of such provision prior to such modification shall not affect the other provisions of this Agreement and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect.

5.6 It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a

third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

5.7 The parties shall allow public access to all documents, records and other materials, subject to the provisions of Chapter 119, Florida Statutes, prepared or received by either party in conjunction with this Agreement.

## **PUBLIC RECORDS**

**5.7.1 IF THE COURT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COURT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@co.okaloosa.fl.us](mailto:riskinfo@co.okaloosa.fl.us).**

Court must comply with the public records laws, Florida Statute chapter 119, specifically Court must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Court or keep and maintain public records required by the County to perform the service. If the Court transfers all public records to the public agency upon completion of the contract, the Court shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Court keeps and maintains public records upon completion of the contract, the Court shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IN WITNESS WHEREOF, the Court and County have executed this Agreement on the dates shown below.

### The First Judicial Circuit of Florida

By: Robin M. Wright  
Its: Robin M. Wright

Date: 5/26/16

Witness

Lanie F. Leon  
Witness

Okaloosa County

By: Charles K. Windes, Jr.  
Its: Charles K. Windes, Jr., Chairman

Date: 6/9/16



ATTEST:

Darryl J. Stead  
D. Peacock, II, Clerk



## EXHIBIT "A"

### PERSONNEL COSTS

The personnel costs for the Coordinator position applicable for this Program are:

Annual Salary:	\$36,483.20
FICA (6.2%)	\$2,261.96
Medicare (1.45%)	\$529.01
Retirement (7.30%)	\$2,743.54
Health	\$10,038.48
Dental	\$338.88
Life	\$39.12
Disability	\$42.00
Workers Comp	\$83.91
<b>TOTAL APPROXIMATE COST</b>	<b>\$52,560.09</b>