

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 6/08/2023

Contract/Lease Control #: C16-2412-CAO

Procurement#: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: FIRST JUDICIAL CIRCUIT OF FLORIDA

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/01/2022

Expiration Date: 06/30/2024

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-CAO</u>	Tracking Number: <u>4943-23</u>
Procurement/Contractor/Lessee Name: <u>1st Judicial Court of FL</u>	Grant Funded: YES ___ NO <u>X</u>
Purpose: <u>Renewal</u>	
Date/Term: <u>6-30-2024</u>	1. <input type="checkbox"/> GREATER THAN \$100,000
Department #: <u>1025</u>	2. <input checked="" type="checkbox"/> GREATER THAN \$50,000
Account #: <u>512010</u>	3. <input type="checkbox"/> \$50,000 OR LESS
Amount: <u>74,106.25</u>	
Department: <u>CAO</u>	Dept. Monitor Name: <u>Hofstad</u>

Purchasing Review

Procurement or Contract/Lease requirements are met: <u>DeRita Mason</u>	Date: <u>5-23-23</u>
Purchasing Manager or designee: _____	DeRita Mason, Erin Poole, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: <u>no federal</u>	Grant Name: _____
Grants Coordinator: _____	Suzanne Ulloa
Date: _____	

Risk Management Review

Approved as written: <u>see email attached</u>	Date: <u>6-2-23</u>
Risk Manager or designee: _____	Lydia Garcia

County Attorney Review

Approved as written: <u>see email attached</u>	Date: <u>6-2-23</u>
County Attorney: _____	Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____	Date: _____
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IT Review (if applicable)

Approved as written: _____	Date: _____
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DeRita Mason

From: Lynn Hoshihara
Sent: Friday, June 2, 2023 7:42 AM
To: DeRita Mason
Cc: 'Parsons, Kerry'
Subject: Re: Okaloosa Contract @C16-2412 CAO/Veteran Court Coordinator
Attachments: FJC and Okaloosa County Agreement 2023-2024_ 6.2.23.docx

DeRita,

With the attached changes, this is approved.

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: Friday, June 2, 2023 7:50:19 AM
To: Lynn Hoshihara
Cc: 'Parsons, Kerry'
Subject: FW: Okaloosa Contract @C16-2412 CAO/Veteran Court Coordinator

Good morning,
Cathy White is inquiring about the review of the attached.
Thank you and Happy Friday.

DeRita Mason



DeRita Mason, CPPO, CFPB, NIGP-CPP
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
Office: (850) 689-5960 Ext. 6966
Cell: (850) 826-8010

DeRita Mason

From: Roland Sims
Sent: Wednesday, May 24, 2023 8:48 AM
To: DeRita Mason; Sheila Fitzgerald
Cc: Kelly Bird
Subject: RE: Okaloosa Contract @C16-2412 CAO/Veteran Court Coordinator
Attachments: FJC and Okaloosa County Agreement 2023-2024.docx

Good Morning All,

I have completed a few slight adjustments to the Agreement.

- Administrator Contact Phone number from 651-7575 to 651-7515
- John and Risk Management email address from the co.okaloosa.fl.us domain, to myokaloosa.com

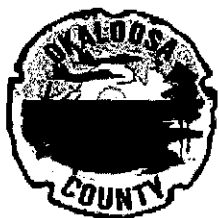
Sheila, historically, this is an in house item (not at an agenda level).

DeRita, thank you for being on top of this.

Respectfully,

Roland Sims Jr.

Administrative Manager
Okaloosa County Administrator's Office
1250 N Eglin Pkwy, Suite 102 | Shalimar, FL 32579
P: 850.651.7515 | Fax: 850.651.7551
MyOkaloosa.com | [Facebook](https://www.facebook.com/OkaloosaCounty) | [Twitter](https://twitter.com/OkaloosaCounty) |



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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, May 24, 2023 8:21 AM
To: Sheila Fitzgerald <sfitzgerald@myokaloosa.com>; Roland Sims <rosims@myokaloosa.com>
Cc: Kelly Bird <kbird@myokaloosa.com>
Subject: RE: Okaloosa Contract @C16-2412 CAO/Veteran Court Coordinator

Purchasing usually reviews and handles the process of getting legal/risk review.
Once it is approved, I work with Cathy to get it signed and ready.
Thank you,

CONTRACT: C16-2412-CAO
FIRST JUDICIAL CIRCUIT OF FLORIDA
VETERAN'S COURT COORDINATOR POSITION
EXPIRES: 06/30/2024

**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, 2024.

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, 2023.

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, Florida Statutes (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. §1983, the Family Medical Leave Act, the Fair Labor Standards Act, Chapters 447 and 760, Florida Statutes, and sections 112.3187, 440.105, and 440.205, Florida Statutes; and fully indemnify the County from any liability under such laws, as authorized by section 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, 5th 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, 2024, 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 the 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.: 850/651-7515
Facsimile No.: 850/651-7551
Email: jhofstad@myokaloosa.com
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 or 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 the County's determination of false certification by the 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.

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

The 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.

The 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: Kasey Watson
Its: Kasey Watson, Trial Court
Administrator

Date: 6/6/23

Okaloosa County

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

Date: 6/7/23

Trial Court Administrator's Office
First Judicial Circuit of Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY

Attorney: [Signature]
Date: 6/5/23
Phone: (850) 595-4405

EXHIBIT "A"

PERSONNEL COSTS

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

Annual Salary:	\$49,482.40
FICA (6.2%)	\$3,066.67
Medicare (1.45%)	\$717.20
Retirement (7.30%)	\$12,547.08
Health	\$7,869.47
Dental	\$305.88
Life	\$21.00
Disability	\$42.36
Workers Comp	\$74.19
TOTAL APPROXIMATE COST	\$74,106.25