

**FLORIDA CLERKS OF COURT OPERATIONS CORPORATION FUNDING CONTRACT**

Contract No. AC099

THIS AGREEMENT ("Contract") is entered into by and between the Department of Financial Services ("DFS") and the Florida Clerks of Court Operations Corporation ("CCOC") on the date of final signature below.

WHEREAS, section 28.35(1)(a), Florida Statutes ("F.S."), created the CCOC;

WHEREAS, in compliance with section 28.35(4), F.S., the CCOC shall be funded pursuant to a contract with the Chief Financial Officer;

WHEREAS, such funds shall be available to the CCOC for the performance of the duties and responsibilities set forth in section 28.35, F.S.; and,

WHEREAS, DFS and the CCOC wish to enter into the funding contract required by section 28.35, F.S.

NOW THEREFORE, the parties agree as follows:

1. Responsibilities of DFS.

- a. Subject to the availability of funds, the terms and conditions established by this Contract, and the billing procedures of DFS, DFS agrees to fund the CCOC for services, 1/12<sup>th</sup> of its annually authorized sums by the first (1<sup>st</sup>) day of each month, commencing October 1, 2021, and continuing until September 30, 2024, the term of this Contract pursuant to section 28.35(4), F.S.
- b. The parties acknowledge that the funding source for this Contract is the proceeds of fees collected by the CCOC pursuant to sections 28.2401(3), 28.241(1)(a), and 34.041(1)(b), F.S. The parties further acknowledge that any shortfalls in collections will reduce funds available for the purpose of payments to the CCOC under this Contract.

2. Responsibilities of the CCOC.

- a. The CCOC shall perform its duties and responsibilities under section 28.35, F.S.
- b. The CCOC shall be solely responsible and liable for the payment of all FICA/Social Security and other federal tax obligations accruing on account of, or resulting from, activities undertaken by the CCOC in connection with this Contract.

3. Term. The term of this Contract shall begin on October 1, 2021 or the date of the final signature below, whichever is later ("Effective Date") and shall continue until September 30, 2024. This Contract may be renewed up to an additional three (3) years by mutual written agreement of the parties. No other costs for the renewal may be charged.

4. Contingencies.

- a. The parties acknowledge that DFS's performance and obligation to fund this Contract is contingent upon an annual appropriation or authorization by the Legislature.

- b. The parties further acknowledge that in the event that insufficient fee collections occur, as more particularly described in Paragraph 1.b. above, DFS will not make any payment due under this Contract until funds sufficient to cover the disbursement have been collected and deposited in the Administrative Trust Fund within DFS.
5. Contract Modification. This Contract may be amended only by a written agreement between both parties.
6. Miscellaneous.
- a. This Contract shall be governed by and construed in accordance with the laws of the state of Florida. In all cases, venue shall be in Leon County, Florida.
  - b. The CCOC shall comply with all federal, state, and local laws and regulations, including, but not limited to, nondiscrimination, wages, social security, worker's compensation, licenses and registration requirements, sections 119.07 and 119.0701, F.S., re public records, Rule Chapter 71A-1, Florida Administrative Code (F.A.C.) and section 501.171, F.S. (superseding section 817.5681, F.S.), re data security.
  - c. The parties acknowledge that DFS's Contract Manager is authorized to administer the Contract on a day-to-day basis during its term on behalf of DFS. Authority to administer this Contract shall not be deemed to imply any authority of the part of DFS's Contract Manager to change, modify, clarify, amend or otherwise alter the terms and conditions of the Contract. The parties acknowledge that such authority is retained exclusively by DFS. DFS's Contract Manager for this Contract is:

Meshanda Hobley  
State of Florida  
Department of Financial Services  
200 E. Gaines Street  
Tallahassee, Florida 32399-0354  
Phone: (850) 413-5952  
E-mail: [meshanda.hobley@myfloridacfo.com](mailto:meshanda.hobley@myfloridacfo.com)

- d. The parties acknowledge that the CCOC's Contract Manager is authorized to administer the Contract on a day-to-day basis during its term on behalf of the CCOC. Authority to administer this Contract shall not be deemed to imply any authority on the part of the Contract Manager to change, modify, clarify, amend, or otherwise alter the terms or conditions of this Contract. The CCOC's Contract Manager for this Contract is:

John Dew, Executive Director  
Florida Clerks of Court Operations Corporation  
2560-102 Barrington Circle  
Tallahassee, Florida 32308  
Phone: (850) 386-2223  
E-mail: [johndew@flccoc.org](mailto:johndew@flccoc.org)

- e. If different Contract Managers are designated by either party after the execution of this Contract,

notice of the name and contact information of the new Contract Manager shall be submitted in writing (by either mail or e-mail) to the other parties and maintained in the respective party's Contract records. Designation of a new Contract Manager will not require a written amendment to the Contract.

- f. The CCOC understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The CCOC will comply with this duty and ensure that subcontracts issued under this Contract, if any, impose this requirement, in writing, on the subcontractors.
- g. Pursuant to section 287.133(2)(a), F.S.: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."
- h. Pursuant to section 287.134(2)(a), F.S.: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."
- i. Pursuant to section 216.1366, F.S., the CCOC shall permit DFS to inspect the CCOC's (a) financial records, papers, and documents that are directly related to the performance of the Contract or the expenditure of state funds and (b) programmatic records, papers, and documents which DFS determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The CCOC shall provide such records, papers, and documents to DFS's Contract Manager within 10 business days after a request is made to the CCOC.
- j. Pursuant to section 287.137(2)(a), F.S.: "A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."
- k. Either party may terminate this Contract in whole or in part at any time by giving thirty (30) calendar days' written notice to the other party.

IN WITNESS WHEREOF, the Contract is being executed by the parties' duly authorized representatives and will begin on the Effective Date, as provided in section 3 of the Contract.

FLORIDA CLERKS OF COURT OPERATIONS CORPORATION

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Date

Title: CCOC Chair

DEPARTMENT OF FINANCIAL SERVICES

*Kim Holland*  
\_\_\_\_\_

*9/28/2021*  
\_\_\_\_\_  
Date

Printed Name: Kim Holland

Title: Bureau Chief