

## PROFESSIONAL SERVICES AGREEMENT

This Agreement made this 14th day of January 2022, between the Florida Clerks of Court Operations Corporation (hereinafter the "Corporation"), having its principal place of business at 2560-102 Barrington Circle, Tallahassee, Florida 32308 and Florida Association of Court Clerks, Inc., d/b/a/ Florida Court Clerks and Comptrollers (hereinafter "Vendor") 3544 Maclay Boulevard, Tallahassee, Florida 32312.

WHEREAS, the Legislature created the Florida Clerks of Court Operations Corporation in Section 28.35, F.S.; and

WHEREAS, the Corporation is charged under Section 28.35, F.S., and other relevant Florida Statutes with certain duties and responsibilities which include budget planning, budget review, and the development and certification of a uniform system of performance measures, and

WHEREAS, the Corporation has determined that in order to meet its statutory obligations, certain professional services will be required; and

WHEREAS, the Corporation has determined that the Vendor has the experience in educating clerk offices to meet the Corporation's needs and requirements in a timely and professional manner; and

WHEREAS, the Corporation wishes to contract with Vendor, on a non-exclusive basis, for certain services as hereafter defined and the Vendor is willing to enter into such an Agreement to provide such services to the Corporation. Therefore,

IN CONSIDERATION of the aforementioned representations, it is hereby agreed as follows:

### **SECTION 1: SERVICES**

- 1.1 The Corporation hereby retains Vendor to furnish certain services, information, and items as provided below, but reserves the right to select additional contractors.
- 1.2 Services that may be provided by the Vendor pursuant to this Agreement and hereinafter defined shall include specific areas of Clerk of Court Education.
- 1.3 Services as delineated and hereafter defined shall be provided as desired and to the extent determined by the Corporation.

### **SECTION 2: DEFINITION AND SCOPE OF SERVICES**

Subsection 28.35 (2) (f), F.S. requires the Corporation to develop and conduct clerk education programs. The Annual Training Program for clerk education will be developed and conducted in conjunction with CCOC staff.

The Vendor will provide the following professional services in order to develop, implement, and administer an education and training program curriculum for Florida Clerks of Court:

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- 2.1 **ANNUAL TRAINING PROGRAM:** Plan and develop an annual comprehensive training program and curriculum in conjunction with CCOC staff input and approval.
- 2.2 **NEW CLERK ACADEMY:** Plan and develop new Clerk Academy Program Certification and curriculum schedule, planning, and program, pursuant to Clerk of Court certification requirements and directed by Section 145.051, F.S., and implemented by Florida Supreme Court Administrative Order dated November 18, 1996 in conjunction with CCOC staff and approval. Accommodations should be made and paid for by Vendor for up to two (2) CCOC staff members to attend each New Clerk Academy sessions. When CCOC staff are speaking at New Clerk Academy programs, accommodations should be provided for these speakers as well.
- 2.2.1 General Orientation/Office Transition
  - 2.2.2 Administration and Office Management
  - 2.2.3 Court Services and Operations
  - 2.2.4 Records Maintenance and Management
  - 2.2.5 Financial Administration and Management
  - 2.2.6 Office Technology and Resources
  - 2.2.7 State and County Government Organization, Structure, and Relationships
  - 2.2.8 Personal Skills Development
- 2.3 **CONFERENCE:** Plan and develop all logistical and training program components for conferences including planning report, program activity and curriculum reports in conjunction with CCOC staff. The CCOC will determine the date and time of the Executive Council Meeting that precedes each conference. Registration and accommodations will be paid for and provided by Vendor FCGG for up to four (4) CCOC staff members for all conferences.
- 2.4 **PLANNING & DEVELOPMENT FOR REGIONAL TRAININGS AND WORKSHOPS ~~SPECIAL WORKSHOPS:~~** Plan and develop all logistical and training program components of special workshops deemed necessary and/or delineated in annual training program for the contract year in conjunction with and approval by CCOC staff. The workshops will focus on specific subject matters that may be identified to best be addressed through special or regional workshops. The educator should also develop a plan to provide workshops on-line or by use of "webinars" as a means of limiting costs. Registration and accommodations will be provided and paid for up to four (4) CCOC staff members for all special workshops.
- 2.5 **PLANNING & DEVELOPMENT OF WEBINAR:** Plan and develop all logistical and training program components for the Webinar Series for the contract year. Registration and accommodations will be provided and paid for up to four (4) CCOC staff members for all webinars.
- 2.6 **ONLINE SUPPORT FOR TRAINING:** Plan and develop on-line electronic event registration for each training activity pursuant to this agreement. Provide online support for meetings and training sessions held virtually.
- 2.7 **PROVIDE NOTIFICATION OF FUNDING BY THE CCOC:** Contractor shall assure that all education sessions and materials are accredited to the CCOC as the funding source such as, meeting and conference advertisements/ notices, website, placards, and other similar materials. This information will be clearly visible on all announcements, electronic information, printed materials, etc.

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- 2.8 **PROVIDE ACCESS TO MATERIALS AND RECORDINGS:** Any recordings or copies of presentation materials as part of conferences, webinars, seminars, or other educational sessions as outlined in the agreement should be available to CCOC staff.
- 2.9 **PROVIDE SUPPORT TO CCOC FOR WEBEX DURING MEETINGS:** Any meetings of the CCOC or their Committees will be given support by the vendor by setting up and managing the WebEx during such meetings. All meetings shall be recorded, and such recording shall be provided to the CCOC staff.

### SECTION 3: COSTS

#### 3.1 Rate of Payment

The Corporation's performance and obligation to pay under this contract is contingent upon an annual appropriation by the State of Florida Legislature. Such payments by the Corporation to the Vendor during the term of this Agreement shall not exceed \$397,200. Said amount shall be paid pursuant to deliverables and payments schedule delineated in Vendor's bid provided to the CCOC and attached as Appendix #1 herein.

#### 3.2 Invoices

The Vendor shall invoice the Corporation upon acceptance of a deliverable by the Corporation, or where appropriate, 10 days from the end of the quarter for services rendered by Vendor (March 31, June 30, September 30, and December 31). Invoices received more than thirty (30) days past the due date are subject to a reduction of payment by 2% per month for each month it is past due. The Corporation shall pay such invoices within thirty (30) days of receipt subject to availability of funds.

All invoices of Vendor shall be subject to approval of the Executive Director and Corporation Secretary/Treasurer. The Corporation shall pay such invoices within thirty (30) days of receipt, subject to availability of funds.

Upon termination of the contract, the Corporation shall provide payment to the Vendor for approved costs incurred up to the date of termination.

### SECTION 4: TERM OF AGREEMENT

#### 4.1 Term

This Agreement shall be effective upon the later of the dates signed by the parties and continuing until the Agreement is terminated or canceled under provisions of the Agreement, but no later than December 31, 2022.

On or before end of the term of this Agreement and any extension thereof, the Corporation shall review the performance of the previous term and, in its sole discretion, shall have the option to extend this Agreement an additional year, for up to two (2) additional years, not to exceed a total of three (3) years.

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#### 4.2 Termination Limitations

This Agreement shall only be terminated or canceled as provided under the provisions herein.

#### 4.3 Termination

Either party may terminate this Agreement for convenience upon providing fifteen (15) days Termination Notice to the other party in writing.

#### 4.4 Mutual Rescission

The parties may mutually agree in writing to terminate this Agreement without further notice.

#### 4.5 Cancellation

If either the Corporation or the Vendor violates its obligations under this Agreement, the other party may cancel this Agreement by sending Cancellation Notice describing the noncompliance to the other party. Upon receiving Cancellation Notice, the noncompliant party shall have ten (10) business days from the date of such notice to cure any such noncompliance. If such noncompliance is not cured within the required ten (10) business days, the other party shall have the right to cancel this Agreement as of the eleventh day after the date of the Cancellation Notice.

#### 4.6 Cancellation Without Notice

Notwithstanding other provisions herein, either party may cancel this Agreement without notice to the other upon the earliest to occur of the following events:

- a) Fraud or Dishonesty: The Corporation or the Vendor commits an act of fraud or dishonesty pursuant to the provisions of this Agreement;
- b) Felony Conviction: The Corporation or the Vendor is convicted of a felony.

### **SECTION 5: RESPONSIBILITIES OF VENDOR**

- 5.1 All services described in the Agreement shall be performed by and/or under the supervision of Chris Hart IV, Chief Executive Officer (telephone number 850-921-0808), or another person of similar experience designated by Chris Hart. For the purposes of this Agreement, such approved person shall be considered the Vendor's Contract Manager.
- 5.2 To the extent required by law, the Vendor shall maintain, during the life of this Agreement, Workers' Compensation insurance for all of its employees connected with any work related to this Agreement. Such insurance coverage shall comply fully with the Florida Workers' Compensation law.
- 5.3 All notes and work product associated with this Agreement shall be open for review by the Corporation's Contract Manager during Vendor's normal working hours.

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- 5.4 Vendor shall be responsible for all work performed under the terms of this Agreement. It is agreed that none of the services performed under this Agreement shall be subcontracted to any individual or firm without the prior written consent of the Corporation's Contract Manager. It is understood that these subcontractors shall only work in their area of expertise. The Corporation reserves the right to require the Vendor to remove a subcontractor if, during the term of this Agreement, any work performance of the subcontractor is deemed unsatisfactory by the Corporation.
- 5.5 Vendor shall retain financial records, supporting documentation, statistical, and all other records pertinent to this Agreement for a period of three (3) years after final payment is made, except that such records shall be further retained until final resolution of any matters resulting from any litigation, claim, or audit that started prior to the expiration of the retention period. The retention period commences from the date of the submission of the final expenditure report. The records and documents shall be made available to the Corporation upon request. Vendor agrees that all records referenced in this paragraph, and any other records relative to this Agreement, shall be maintained by the Vendor at a location within the state of Florida.
- 5.6 All records of the Vendor with respect to this Agreement shall be public record and shall be treated in the same manner as other public records are treated under general law.

## **SECTION 6: MISCELLANEOUS**

### **6.1 Confidentiality**

Except as provided above, the Vendor recognizes and acknowledges that the functions the Corporation performs may provide access to matters, which are, by Florida law ~~Statute~~, confidential (hereinafter referred to as "Confidential Information") and that any unauthorized disclosure of same would cause irreparable damage. Vendor agrees that, except as directed by the Corporation, it will not at any time during or after the term of the Agreement disclose any Confidential Information to any person whatsoever. Accordingly, the Corporation may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies available by law, which may be available. The Vendor hereby recognizes that disclosure of Confidential Information would be a breach of this Agreement however; any information made public by Florida law shall be exempt from this provision.

### **6.2 Relationship of Parties**

Notwithstanding any other provisions contained herein, it is expressly agreed that the Vendor is an independent contractor in the performance of each and every part of this Agreement. As such, the Vendor is solely liable for all acts and omissions of itself, its officers, its employees, its agents, and subcontractors, for all labor and expenses in the performance of services, unless otherwise specified in this Agreement. It is expressly agreed that the Vendor, its officers, employees, agents, and subcontractors shall act in an independent capacity and not as officers, employees, or agents of the Corporation in the performance of services under this Agreement.

It is further expressly agreed that this Agreement shall not be construed as a partnership or joint venture between the Corporation and the Vendor. Vendor shall have no authority to bind the Corporation for the performance of any contract or otherwise obligate the Corporation, except as specifically set forth in this Agreement.

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6.3 Assurances

The Corporation and Vendor represent and warrant that all representations, warranties, recitals, statements, and information provided under this Agreement are true, correct, and accurate as of the date of this Agreement.

6.4 Conflict of Interest

The Vendor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of the services required.

This Agreement is not intended, nor shall it be construed as granting any rights, privileges, or interest in any third party without mutual written Agreement of the parties hereto.

6.5 Discrimination

No person, on the grounds of race, creed, color, national origin, age, sex, or disability shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

6.6 Entire Agreement

This Agreement contains the entire understanding of the parties relating to the Services and supersedes all previous verbal and written Agreements relating to the Services.

6.7 Severability

If a provision of this Agreement is rendered invalid the remaining provisions shall remain in full force and effect.

6.8 Captions

The headings and captions of this Agreement are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

6.9 Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.10 Governing Law

This Agreement shall be governed by the laws of the State of Florida and venue shall be Leon County, Florida.

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6.11 Notice

All communications shall be in writing. Notices shall be delivered by Certified or Registered Mail – Return Receipt Requested – or by hand to the address set forth below for each party to this Agreement. Notice shall be deemed given on the date of receipt, as evidenced in the case of Certified or Registered Mail by Return Receipt.

**CORPORATION**

John Dew  
Executive Director  
Clerks of Court Operations Corporation  
2560-102 Barrington Circle  
Tallahassee, Florida 32308

**VENDOR**

Chris Hart IV  
Chief Executive Officer  
Florida Court Clerks and Comptrollers  
3544 Maclay Boulevard  
Tallahassee, Florida 32312

6.12 Pronouns/Gender

Pronouns and nouns shall refer to the masculine, feminine, singular, or plural, as the context shall require.

6.13 Equitable Remedies

The parties hereby acknowledge that damages at law may be an inadequate remedy to the parties. In addition to other rights, which may be available, the parties shall have the right of specific performance, injunction, or other equitable remedy in the event of a breach or threatened breach of this Agreement by the other party.

6.14 Litigation Expenses

In the event of litigation or arbitration arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable and necessary attorneys' fees and costs.

6.15 Waiver

Waiver of any breach of this Agreement shall not constitute a waiver of any other breach. All remedies under this Agreement are in addition to equitable remedies and remedies provided by law, and are cumulative. Failure to enforce any provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision.

6.16 Assignments

Any and all assignments of rights hereunder by the Corporation and the Vendor shall be void.

6.17 Public Announcements

All public announcements of the relationship of the Corporation and Association under this Agreement shall be subject to the prior written approval of the Corporation.

6.18 Arbitration

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Any controversy or claim arising out of or relating to this Agreement, or breach thereof, that cannot be otherwise resolved, shall be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association ("Rules of the AAA"), as amended and in effect on the date of service of the demand for arbitration. Any award by the arbitrator shall specify which party is to be deemed the prevailing party. The AAA's and arbitrator's expenses and fees, together with other arbitration expenses including reasonable attorney's fees of the prevailing party, shall be paid for by the non-prevailing party or reimbursed to the prevailing party if advanced by the prevailing party. Judgment, upon the award rendered by the arbitrators, may be vacated by a court of competent jurisdiction in Leon County, Florida. Each party shall have the right of discovery as set forth in the Florida Rules of Civil Procedure.

#### 6.19 No Minimum Level of Work

No minimum level of work is guaranteed as a result of this Agreement. This Agreement is not intended to be a sole source contract or an exclusive contract.

#### 6.20 Fraud Policy

Pursuant to Section 112.311, F.S., the Corporation and the Vendor acknowledge the following Fraud Policy of the Corporation exists to guard against fraudulent, unethical, and dishonest acts and identify responsibilities for preventing, detecting, reporting, and investigating such. Sections 6.21-6.23 below outline the Fraud Policy and Procedures of the Corporation (therein "CCOC").

#### 6.21 Background/Objective

The CCOC recognizes the importance of protecting the organization, its operations, its employees and its assets against financial risks, operational breaches, and unethical activities. Therefore, it is incumbent upon CCOC's Executive Director to institute and clearly communicate the fraud prevention policy to employees, both internal and external customers, vendors, and partners.

The CCOC is committed to the highest standards of moral and ethical behavior. Breaches of these standards, especially through acts involving fraudulent, unethical, and other dishonest behavior, are not only costly, but they erode the public's trust and confidence in the integrity of the agency. By issuing this formal policy statement, the CCOC hereby reaffirms its longstanding duty and responsibility to aggressively combat such behavior.

The CCOC recognizes a zero-tolerance policy regarding fraud and corruption. All matters raised by any source will be taken seriously and properly investigated. This policy covers all CCOC employees and Council Members. Additionally, this policy covers consultants, vendors, contractors, outside agency, or a person doing business with the agency or in any other relationship with the agency to the extent that the CCOC resources are involved or impacted.

An employee who, in good faith, reports wrongful activity meeting the provisions of Section 112.3187, F.S.-(Whistle-blower's Act), is protected against retaliation for making such a report. The law also provides for the individual's identity to remain confidential. Regardless as to whether or not the provisions of the Whistle-blower's Act are met, it is a violation of this policy for anyone to retaliate against an employee for reporting, in good faith, allegations of wrongdoing, or participating in the investigation of such.

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The CCOC's policy is to promote consistent, legal, and ethical organizational behavior by:

- assigning responsibility for reporting fraud, theft, waste, or abuse;
- institute preventive measures designed to deter these activities or make them easier to detect;
- providing guidelines for reporting and investigating suspected fraudulent behavior;
- requiring each employee to attend fraud awareness training;

Failure to comply with this policy subjects an employee (including management) to disciplinary action, including immediate termination. Failure to comply by a consultant, vendor, contractor, outside agency, or a person doing business with the agency or in any other relationship with the agency could result in cancellation of the business or other relationship between the entity and the CCOC.

For purposes of this policy only the term **fraud** or **fraudulent** includes theft, waste, and abuse as defined below. The term **employee** also includes employees in management positions. The term **management** includes council members, managers, assistant managers, supervisors, and any other employee who has authority to sign another employee's performance evaluation and/or timesheet.

#### **DEFINITIONS AND EXAMPLES OF FRAUD, WASTE, ABUSE AND CORRUPTION**

**Fraud** is defined as an intentional deception designed to obtain a benefit or advantage or to cause some benefit that is due to be denied. Fraud generally involves a willful or deliberate act or omission with the intention of obtaining an unauthorized benefit, service, property, or something of value by deception, misrepresentation, or other unethical or unlawful means. Fraud can be committed through many methods, including mail, wire, telephone, and the Internet. Fraudulent, unethical, and other dishonest acts may include, but are not limited to, the following:

- Forgery or alteration of a check, bank draft, any other financial document, or computer records;
- Falsification or misrepresentation of reports to management and external agencies, including time sheets, official travel claims for reimbursement, or other expense reimbursement reports;
- Knowingly authorizing or receiving payment for time not worked;
- Misappropriation of funds, securities, supplies, or other assets;
- Impropriety in the handling or reporting of money or financial transactions;
- Engaging in unauthorized activities that result in a conflict of interest;
- Disclosing confidential or proprietary information to unauthorized individuals;
- Removal of agency property, records, or other assets from the premises without supervisory approval;
- Unauthorized use or destruction of agency property, records, or other agency assets; and
- Taking and using information or providing the information that would lead to identity theft.
- Theft of cash or fixed assets;
- Failure to account for monies collected;
- Knowingly providing false information on job applications and requests for funding.

#### 6.22 Investigate

Upon reviewing allegations of fraudulent, unethical, or dishonest acts, if the Executive Director determines an investigation is warranted, he/she shall appoint a qualified individual or entity to investigate the reported activity after consulting with the General Counsel. In those instances where

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the investigation by the Executive Director–Appointee indicates potential criminal activity, the investigation shall immediately be turned over to the Florida Department of Law Enforcement and the State Attorney’s Office.

During the investigation, the Constitutional rights of all persons are to be observed. The accused will be afforded the opportunity to respond to the allegations or matters being investigated. The rights of the accused will be safeguarded throughout the investigation.

Pursuant to this policy, all employees are to cooperate fully with those performing an investigation. An employee who does not fully cooperate with an authorized investigation may be disciplined, up to and including termination of employment. An employee may be required to answer any questions that are within the scope of the employee's employment, whether such questions are asked in an investigation conducted by the Executive Director Appointee or Human Resources.

The investigation shall be completed expeditiously and in accordance with established procedures. The results of the investigation conducted by the Executive Director Appointee shall be communicated, either orally or in writing, to the Executive Director.

Allegations or matters of conduct deemed outside the scope of this policy, such as supervisory or personnel-related issues, may be referred to the respective area of management or the Human Resources Section for review and appropriate action.

### 6.23 Actions

Employees, consultants, vendors, contractors, outside agency, or a person doing business with the agency or in any other relationship with the agency to the extent that the CCOC resources are involved or impacted is determined to have participated in fraudulent, unethical, or dishonest acts will be subject to disciplinary action in accordance with personnel policies and rules. Criminal, civil, and/or other administrative actions may also be taken against employees who are found to have participated in unlawful acts. Criminal action falls within the sole purview of local, state, or federal law enforcement, as well as prosecuting and judicial authorities. In those instances where disciplinary and/or other administrative action is warranted, the Human Resources Section, or other appropriate office, shall be consulted prior to taking such actions.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the Effective Date of January 4, 2022 or latest date as signed by both parties.

**Florida Clerks of Court  
Operations Corporation**

**Florida Court Clerks and Comptrollers**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

JD Peacock  
Chair

Chris Hart IV  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Jan 14, 2022

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APPENDIX 1

2.0 SCOPE OF SERVICES

2.1 Planning and Development of an Annual Training Program

The FCCC Education Program is developed in compliance with Section 145.051(2), F.S., and is sponsored and conducted by the FCCC Education Committee as a service to its membership.

The program has been developed as a multi-disciplinary curriculum designed to address the various management, operational, and technical training requirements of Clerks and Comptrollers and their staff. Program objectives are achieved through three training methods: Conferences/Seminars/Regional Trainings; Online Programs; and Workshops. The curriculum provides Clerks the opportunity to satisfy statutorily mandated continuing education requirements for investment and ethics.

Program efforts of the Education Committee are undertaken through funding from the CCOC, the Florida Local Government Investment Trust, partnerships, and participant registration fees.

Exhibit 1

EDUCATION COMMITTEE MEMBERS
The Honorable Barry Baker, Suwannee County Clerk of Court, and Education Committee Chair
The Honorable Tiffany Moore Russell, Esq., Orange County Clerk, and Education Committee Vice Chair
The Honorable Ken Burke, CPA, Pinellas County Clerk and Comptroller
The Honorable Nadia Daughtrey, Desoto County Clerk
The Honorable Tara S. Green, Clay County Clerk and Comptroller
The Honorable Crystal K. Kinzel, Collier County Clerk and Comptroller
The Honorable Gwen Marshall Knight, Leon County Clerk and Comptroller
The Honorable Michelle Miller, St. Lucie Clerk and Comptroller
The Honorable JD Peacock II, Okaloosa County Clerk and Comptroller
The Honorable Brandon Patty, St. Johns County Clerk and Comptroller
The Honorable Jody Phillips, Duval County Clerk and Comptroller
The Honorable Victoria L. Rogers, Hardee County Clerk and Comptroller
The Honorable Daniel Stanley, Liberty County Clerk and Comptroller
The Honorable Cindy Stuart, Hillsborough County Clerk and Comptroller
The Honorable James M. Swisher, Jr., Columbia County Clerk and Comptroller
The Honorable Carolyn Timmann, Martin County Clerk and Comptroller
The Honorable Angela Vick, Citrus County Clerk and Comptroller

By Florida Supreme Court order, the program curriculum planning must delineate requirements in the areas of:

- General Administration/Office Transition

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- Administration and Office Management
- Court Services Operations
- Records Maintenance and Management
- Financial Administration and Management
- Office Technology and Resources
- State and County Governance Organization, Structure, and Relationships
- Personal Skills Development

Within these functional areas, requirements are structured into program series that address specific curriculum needs and provide a comprehensive program structure. While these classes are indicative of the type of information necessary to fulfill the required curriculum, FCCC reserves the right to change the specific classes for each program to ensure the latest information is provided.

Note: The complete curriculum is filed with the State Board of Accountancy for CPE credit. Credits are also given by The Florida Bar and the Society for Human Resource Professionals (SHRM), as specified by FCCC.

## 2.2 Planning and Development of the New Clerk Academy Program Certification

At the direction of the New Clerk Academy Subcommittee, every two years, if applicable, the FCCC conducts New Clerk Academy for newly elected Clerks and Comptrollers. The Academy is authorized under Section 145.051, F.S., in order to meet certification requirements of the Supreme Court. In accordance with the Administrative Order of the Supreme Court, the certification training is structured and implemented through training modules focused on eight areas:

- General Orientation/Office Transition
- Administration and Office Management
- Court Services and Operations
- Records Maintenance and Management
- Financial Administration and Management
- Office Technology and Resources
- State and County Governance Organization, Structure, and Relationships
- Personal Skills Development

Initial certification for newly elected Clerks/Comptrollers is based on a system of credits and provides for a minimum of 240 hours of training within 24 months of assuming office. This training is divided into five sessions or “academies” for the initial certification. Once the required hours have been met, Clerks and Comptrollers will be recognized as certified.

The certification training will provide five sessions within a 24-month period. Each of the eight modules listed above will be incorporated within all five sessions.

Exhibit 2- Example

NEW CLERK ACADEMY SESSIONS	
<b>Session 1:</b>	New Clerk Academy: Orientation December 7-11, 2020 Aloft Hotel, Tallahassee
<b>Session 2:</b>	New Clerk Academy April 12-16, 2021 Hard Rock Hotel, Daytona Beach
<b>Session 3:</b>	New Clerk Academy August 23-27, 2021 The Omni, Jacksonville
<b>Session 4:</b>	New Clerk Academy December 6-10, 2021 Marriott Hutchinson Island, Stuart
<b>Session 5:</b>	New Clerk Academy April 25-29, 2022 Plantation, Crystal River

2.2.1. General Administration/Office Transition

This program area includes requirements dealing with the administrative and support functions of the office and respective personnel, as well as transition issues facing Clerks' offices.

**Workplace Environment Series**

**Objective:** To ensure understanding of the laws and regulations governing the public workplace, as well as factors influencing the work environment, including the following:

- COVID-19 / Pandemic Protocols
- Employee Law Updates, including:
  - Affordable Care Act (ACA)
  - Florida Medical Leave Act (FMLA)
  - Americans with Disabilities Act (ADA)
  - Etc.
- Ethics Training
- Veterans Preference

**Personnel Development Series**

**Objective:** To improve the performance of Clerk personnel by improving their customer service skills, including the following:

- Emerging Leaders
- Employee Accountability
- Internal Customer Service
- Team Building
- Time Management
- Value Mapping

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## 2.2.2 Administration and Office Management

### **Administrative Management Series**

**Objective:** To improve the knowledge and skills of Clerks and senior management staff in functional organizational development and management, including the following:

- Communication Skills
- Disaster Preparedness
- Disciplinary Actions
- Employee Engagement
- Employee Recruitment/Retention
- Interviewing Skills
- Leadership Skills
- Office Organization

## 2.2.3 Court Services Operations

### **Civil Court Processes Series**

**Objective:** To improve understanding of the laws, rules, and procedures governing civil court procedures, including the following:

- Child Support
- County Court Civil
- Domestic Violence Injunctions
- E-Filing
- Foreclosure
- Pro Se
- Sealing and Expungement of Records

### **Criminal Court Process Series**

**Objective:** To improve understanding of the laws, rules, and procedures governing criminal court procedures, including the following:

- Bail Bonds
- Evidence Handling and Destruction
- Juvenile Criminal Delinquency
- Clerk Juvenile
- Juvenile Probation
- Juvenile Prosecution
- Mental Health Reporting

### **Court Technology Series**

**Objective:** To improve understanding of technical programs and procedures in court areas, including the following:

- Comprehensive Case Information System (CCIS)
- Data Analytics
- E-Filing Portal
- Integrated Court System
- IT Security
- PDF/A

### **General Judicial Series**

**Objective:** To promote uniformity and assist counties in dealing with all aspects of the judiciary, including the following:

- Assessment and Collection Report
- Evidence Handling and Destruction
- Relationship Building with Judicial Partners
- Statutorily Mandated Statewide Reporting and Confidentiality of Records

### **Family Law/CSE/Domestic Violence Series**

**Objective:** To improve understanding of the legal processes and underlying factors associated with family law, child support enforcement, and domestic violence, including the following:

- Child Support
- Domestic Violence Injunctions
- Guardianship
- Risk Protection Orders
- Vulnerable Adult Injunctions

## 2.2.4 Records Maintenance and Information Management

This program area addresses all phases of recordkeeping, encompassing the responsibilities and management skills necessary for keeping official and public records.

### **Official Records**

**Objective:** To develop and expand skills relating to the management of official records and increase knowledge of areas involved with their safekeeping, including the following:

- Confidentiality and Public Records
- Electronic Communication
- Emergency Management
- Evidence Handling
- Official Records
- Public Records Requests
- Records Management 101
- Sealing and Expunging
- Sovereign Citizens

### **Board of County Commissioners Records and Value Adjustment Board**

**Objective:** To develop and expand the skills necessary for Clerks' management of board records and seek ways to improve recordkeeping through new technologies, including the following:

- Value Adjustment Board Statewide Practices
- Board of County Commissioners Meetings
- Board Records and Minutes

### **Records & Information Management**

**Objective:** To provide an overview and improve the skills relating to maintenance of all records of the courts and counties through increasing expertise in the management of these records, imaging, disaster recovery, and new technologies, including the following:

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- Archiving and Imaging
- Disaster Recovery
- Tax Deed Sales
- Recording Law
- Sealing and Expunging Process
  - Redaction
  - Storage

## 2.2.5 Financial Administration and Management

This program area addresses needs related to the financial management responsibilities of both the court and board, including accounting, control, audit, and reporting.

### **Accounting and Operations Series**

**Objective:** To provide an overview of new accounting requirements for investments and changes in the rules and statutes affecting financial services, including the following:

- Accounts Payable
- Audits
- CCOC Budgets and Reports
- Florida's Economic Outlook
- GASB Updates
- Procurement Fraud/Fraud Detection
- Unclaimed Property

### **Treasury Management Series**

**Objective:** To establish a forum for reviewing county investment banking and cash management services, achieved by sharing information and experiences, including the following:

- Due Diligence and Finances
- Investments 101 and Beyond
- Lessons Learned in Investment Practices

### **Internal Audit Series**

**Objective** – To develop and expand the skills and understanding related to the internal audit function and staff performance, including the following:

- Audits
- Best Practices
- Known Risks
- Trends
- Audit Report Writing
- Guardianship Current Topics
- Interviewing Skills
- IT Audits and Addressing Cyber Security
- Procurement Fraud
- Risk Assessments

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## 2.2.6 Office Technology and Resources

### **Technology Series**

**Objective:** To provide current information to Clerks' offices on the latest technology for court and Clerk operations, including the following:

- Artificial Intelligence
- Blockchain Technology
- Cloud Computing
- Cyber Security
- E-Filing Training
- Vendor Relations

## 2.2.7 State and County Government Organization, Structure, and Relationships

### **Intergovernmental Series**

**Objective:** To provide Clerks' offices with training on current developments within agencies, changes in operations, and required interactions, including the following:

- Florida Commission on Ethics
  - Annual 4-hour Ethics Training
- Florida Department of Financial Services (DFS)
  - Unclaimed Property Reporting
- Florida Department of Highway Safety & Motor Vehicles (DHSMV)
- Florida Department of Law Enforcement (FDLE)
- Florida Department of Revenue (DOR)
  - Child Support
- Office of the State Courts Administrator (OSCA)

### **Legislative Development/Implementation Series**

**Objective:** To provide a better understanding of the legislative process and to establish an improved approach to the effective implementation of legislation, including the following:

- 2022 Legislative Update
- The Legislative Process – How It Works
- The Legislative Process – From Bills to Law
- Legislative Initiatives

### **Statutory, Judicial and Constitutional Responsibilities**

**Objective:** To provide understanding of laws enacted by the Legislature, the Rules of Court, the Florida Constitution, and how they affect the office of the Clerk and Comptroller, including the following:

- 2022 Legislative Update
- CCOC Reporting from the Clerk
- Delinquent Taxes; Legality of Overbid; Manipulation of Tax Sale
- Ethics for Elected Officials
- Ministerial Assistance versus Legal Advice
- OSCA and Supreme Court Administrative Orders
- Reporting Juvenile Dispositions to FDLE
- Rules of Criminal Procedure Updates and Issuances
- Rules of Judicial Administration, Review of Changes, Rules 2.051, 2.075, and 2.420

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- Sunshine and Open Meetings

#### 2.2.8. Personal Skills Development

##### **Leadership Series**

**Objective:** To provide Clerks' offices with current training on in leadership, managerial changes, and evolving issues, including the following:

- Effective Communication
- Leadership Fundamentals
- Team Building/Engagement
- Social Media

#### 2.3 Planning and Development of Conferences

FCCC conducts regular assessments to determine the Clerks of Court and Comptrollers' educational and professional needs. These assessments are in the form of electronic surveys/questionnaires; focus groups; and/or response to specific requests. The results of the assessments are used to determine program offerings in the designated areas of Clerks' and Comptrollers' operations.

The curriculum is designed based on identified training and information requirements associated with the administration and operation of Clerk of Court/Comptroller offices and their respective constitutional and statutory duties in the areas of Court Operations, Finance, Internal Auditing, Records & Information Management, Technology, and Administration. Certain topics will be recorded and available on FCCC's Online Learning Tool, CertiClerk at the discretion of FCCC professional staff, as indicated by Clerks' and Comptrollers' needs.

FCCC proposes to provide three conferences annually; one each in the winter, summer, and fall of the program year. The content and schedule is subject to modification in response to any change in laws impacting the Clerks of Courts' operations by the Florida Supreme Court and/or the Florida Legislature. Conferences may be held in-person or virtual, depending on the limitations or directions from FCCC members.

#### 2.4 Planning and Development of Regional Trainings and Workshops

Workshops are designed to offer training opportunities in multiple geographic locations and to address specific operational and program subjects. Announcements will provide locations, dates, and times of each offering. The following list is intended to provide a general outline of suggested workshops that shall be scheduled throughout the year. Additional offerings may be included based on requirements and needs assessment. Additionally, a Leadership Orientation and Clerk Day will be scheduled in 2022.

- 2022 Best Practices Regional Training
- 2022 Investment Regional Training
- 2022 Leadership Orientation
- 2022 Clerk Day

## 2.5 Planning and Development of Webinar Series

Webinars offer online training opportunities throughout the year to Clerks and Comptrollers, and their staff. This learning format is unique in that it aims to improve understanding of process and operations via peer networking.

FCCC currently utilizes the web-based software, Cisco WebEx, to conduct trainings. FCCC intends to conduct both planned and on-demand training to fully provide access at the lowest cost. On-demand training is provided in a webinar-based training format.

Note: In 2010, the FCCC Education Committee approved waiving education fees to access webinars and on-demand videos. These educational services are provided free of charge.

## 2.6 Provide Online Support for Training

FCCC currently provides online electronic event registration through its Association Management Software hosted by Your Membership (YM). YM provides FCCC with tracking, reporting, and financial tools to help with planning for events. In addition, FCCC has a Learning Management Software called, CertiClerk which is an online learning tool for Clerk certification reporting. It also allows users to view educational videos from conferences, webinars, and recorded training events.

## 2.7 Provide Notification of Funding by CCOC

It is understood that FCCC will ensure that all education sessions and materials are accredited, in part, by CCOC through meeting and conference advertisements/notices, website, placards, and other similar materials.

## 2.8 Provide Access to Materials and Recordings

It is understood that any recordings or copies of presentation materials as part of conference, webinars, seminars, or other educational sessions as outlined in the agreement should be available to CCOC staff.

## 2.9 Provide Support to CCOC for WebEx During Meetings/Trainings

It is understood that FCCC will provide online meeting support by managing the WebEx during such meetings. All meetings will be recorded and provided to CCOC staff.

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APPENDIX 2

Deliverables	Description	Supporting Documentation	Grant Amount Per Event	Grant Amount Per Deliverable Category
Annual Training Plan	2022 Comprehensive Education Plan and Schedule	1. Copy of the 2022 Comprehensive Education Plan and Schedule	\$50,000.00	\$50,000.00
CCOC WebEx Support Role	Support that the <i>WebEx Conferencing Specialist and Administrative Support</i> position provides to CCOC. This role supports more than 30 CCOC meetings/trainings annually.	1. Job Description	\$35,000.00	\$35,000.00
CertiClerk (Learning Management System)	CertiClerk unifies FCCC online learning resources and Clerk Certification reporting in a mobile-friendly website. It allows users to view educational videos from conferences, webinars, and recorded training events, as well as report Clerks' CPE credits for initial certification and annual recertification.	1. Screenshot of CertiClerk Webpage 2. Annual License Fee Invoice 3. Employee Time	\$10,900.00	\$10,900.00
Mobile App	The FCCC mobile app provides educational and informational resources to events participants such as the event agenda, session evaluations, sign-in sheets, access to session materials, etc.	1. Screenshot of Mobile App 2. Monthly Fee 3. Employee Time	\$4,800.00	\$4,800.00
New Clerk Academy 1. April 2022 2. December Orientation	Every four years, or as needed, FCCC conducts the New Clerk Academy to provide basic information and tools for building a foundation for a successful term. The certification training is provided through five academies within a 24-month period with attendance being mandatory to receive initial certification. The training aligns with the modules outlined by the Administrative Order.	1. Event Announcement 2. Curriculum 3. Session Surveys 4. Sign-In Sheets 5. Employee Time 6. AV/Power Invoice	\$15,000.00	\$30,000.00
Conferences 1. 2022 Winter Conference 2. 2022 Summer Conference 3. 2022 Fall Conference	FCCC holds 3 conferences annually. Educational tracks include Executive, Courts, Finance, HR/Administrative, Inspector General/Internal Audit, Records, and Technology.	1. Event Announcement 2. Curriculum 3. Session Surveys 4. Sign-In Sheets 5. Employee Time 6. AV/Power Invoice	\$58,333.00	\$175,000.00
Regional Training 1. TBD 2. TBD	Regional trainings are held around the state of Florida (typically 4 different locations) to provide education on emerging and relative issues such as best practices or other issues that impact Clerks' offices.	1. Event Announcement 2. Curriculum 3. Session Surveys 4. Sign-In Sheets 5. Employee Time 6. AV/Power Invoice	\$18,000.00	\$36,000.00
Workshops 1. 2022 Annual Leadership Orientation 2. 2022 Clerk Day 3. TBD	Workshops are typically 1-2 day trainings that are educational in nature. CCOC will have the first right of refusal to hold a joint workshop with FCCC.	1. Event Announcement 2. Curriculum 3. Session Surveys 4. Sign-In Sheets 5. Employee Time 6. AV/Power Invoice	\$13,500.00	\$40,500.00
Webinars 1. TBD 2. TBD 3. TBD 4. TBD 5. TBD 6. TBD 7. TBD 8. TBD 9. TBD 10. TBD	Webinars are designed to offer training opportunities online through FCCC's WebEx software, covering specific operational and program subjects.	1. Webinar Event Announcement 2. Curriculum 3. Session Surveys 4. Registration Report 5. Employee Time	\$1,500.00	\$15,000.00
				\$397,200.00

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