

PROFESSIONAL SERVICES AGREEMENT

This Agreement made this 4th 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 eGroupTech, Inc (hereinafter "Vendor"), 2971 Compton Way, Tallahassee, FL 32309.

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 to perform information technology services and functions 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 Vendor to the Corporation pursuant to this Agreement and hereinafter defined shall include specific areas of:
 - A. *Outsourced IT & Managed Services/Support.***
- 1.3 Services to be provided by Vendor as delineated and hereinafter defined shall be provided as desired and to the extent determined by the Corporation, as directed.
- 1.4 Services to be provided by Vendor shall be performed and delivered at the Corporation principal place of business unless provided otherwise directed by the Executive Director, or the Contract Manager.

SECTION 2: DEFINITION AND SCOPE OF SERVICES

Broad services provided by Vendor pursuant to this Agreement are listed below. Further details for these broad services, which are services required under this contract, are included in Attachment 1 pages 4 through 25 and

pages 34 through 41 eGroupTech's Response to CCOC Request for Proposal for Outsourced IT & Managed Services/Support).

2.1 Service Requirements (See Detail in Attached Bid)

- 2.1.1 Remote Backup
- 2.1.2 Routine Software Updates
- 2.1.3 Routine Security Assistance
- 2.1.4 Technology Strategy Planning
- 2.1.5 Solution Design
- 2.1.6 Network & E-mail monitoring
- 2.1.7 Procurement Management
- 2.1.8 Move-Add-Change
- 2.1.9 Warranty, Break Fix & Installation
- 2.1.10 Help Desk (Office and Remote)
- 2.1.11 Reporting & Communication
- 2.1.12 IT Policy Review & Development
- 2.1.13 Unit Evaluation and Testing
- 2.1.14 Configuration
- 2.1.15 PC Development
- 2.1.16 Life Cycle Management
- 2.1.17 Software Licensing Management
- 2.1.18 Warehousing

2.2 Change Orders or Out of Scope Services.

To the extent that Corporation requires or requests additional services or out of scope services that exceed the Services definitions set forth in this in Section 2.1 above. The Vendor will charge an additional fee for such additional services or out of scope work. Fees for such additional services or out of scope work will be presented to the Corporation and an authorized Change Authorization Order (CAO), will be created which will provide a description of the changed or additional service(s) being requested. Once a CAO is signed by both parties, it will be incorporated into the Agreement as Attachment 2 Table of SOW and CAO and have the same legal effect as the SOW or contract that is incorporated into the Agreement.

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 payment by the Corporation to the Vendor during the term of this Agreement shall not exceed \$38,000. Payment will be billed monthly at a fix fee schedule and rate of \$3,166 per month. Said rate encompass all employee related expenses such as federal taxes, insurances, retirement, and other federal and/or state required costs and Vendor's overhead related expenses. It is understood that this is a government rate provided to the Vendor and as such, the Corporation shall provide tax exemption and other necessary documentation for Vendor records.

3.2 Direct Costs

The Corporation shall reimburse the Vendor for direct costs incurred by Vendor in providing services under this Agreement with prior written approval. Such costs shall include training software, hardware, travel/per diem (subject to state policy and Section 112.061, F.S.), and other material/services.

3.3 Invoices

The Vendor shall invoice the Corporation monthly for retainer services. Likewise, the Vendor shall invoice the "MSP Setup Service" fee after service is provided. Invoices are to be provided to the CCOC Executive Director by the 15th of the current month that the work is conducted. 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. (Note: Any language contained in the contract takes precedent over Attachment A- Vendor's submitted RFP language concerning section 3.3 of the contract.)

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 for an additional year. This agreement allows two (2) annual contract extensions.

If there is a continuing need for any Services identified in this contract, after the expiration of this Agreement and Corporation requests, in writing, to have the Vendor complete the Services, this Agreement will automatically renew for the period that it takes for the completion of such Services.

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.

The termination of this Agreement shall not release either party from the obligation to make payment of all amounts then or thereafter due and payable.

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 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) Failure to Perform: The Corporation or the Vendor fails to perform pursuant to the provisions of this Agreement;
- (c) Felony Conviction: The Corporation or the Vendor is convicted of a felony.

SECTION 5: RESPONSIBILITIES OF VENDOR

- 5.1 Vendor fully understands and agrees that there shall be no reimbursement of funds by the Corporation for any obligation or expenditure made prior to the execution of this Agreement.
- 5.2 All direction for services shall be either verbally or in writing by the Executive Director or the Executive Director's designee.
- 5.3 To the extent required by law, the Vendor shall maintain, during the life of this Agreement, Workers' Compensation insurance for all its employees connected with any work related to this Agreement. Such insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement are not protected under Workers' Compensation statutes.
- 5.4 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.

- 5.5 Ownership of Materials Related to Services. The parties agree that any materials prepared and delivered by Vendor in the course of providing the Services shall be considered works made for hire. All rights, title, and interests of such materials shall be and are assigned to Corporation as its sole and exclusive property. Notwithstanding the foregoing, the parties recognize that performance of Vendor hereunder will require the skills of Vendor and, therefore, Vendor shall retain the right to use, without fee and for any purpose, such "know-how", ideas, techniques and concepts used or developed by Vendor in the course of performance of the services of this Agreement.
- 5.6 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.
- 5.7 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: RESPONSIBILITIES OF CORPORATION

- 6.1 The Corporation will ensure that the necessary business and application knowledge is available and conveyed from the Corporation's existing support team to the Vendor's support team. The Corporation will provide ready access to all appropriate computing platforms, documentation (e.g., program source, copybooks, tables, subroutines) and personnel (i.e., end users and technical representatives) necessary to fully understand the current business systems and environments throughout the life of the engagement.
- 6.2 Corporation will provide at its facility, office space and equipment for Vendor's on-site employees. Access will also be provided to the Corporation's source libraries, test systems, and test data.
- 6.3 Corporation will provide external communications capability and/or access to its work facility to enable Vendor's onsite project team to access the Corporation's information technology system for after hours or weekend Services as required.
- 6.4 Corporation shall assign an employee or representative to be present at the work facility for any after hours or weekend Services provided by Vendor. If Corporation declines or fails to assign an employee or representative to be present during such hours, Corporation waives any and all claims for any property damage or loss that occurs during such time that Vendor's employee(s) is at the Corporation's work facility.
- 6.5 Corporation will provide passwords, job numbers, security system codes, keys or other information to the Vendor on an as need to know basis.

SECTION 7: MISCELLANEOUS

7.1 Confidentiality

- A. Except as provided above, the Vendor recognizes and acknowledges that the functions the Corporation performs may provide access to matters, which are, by Florida 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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.

7.7 Severability

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

7.8 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.

7.9 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. This Contract and the Attachments may be amended only by an instrument in writing executed by the parties hereto. Any written work order submitted by Corporation shall not amend the terms of this Agreement and will only be considered (1) an additional statement of the work to be performed; (2) set forth any deadlines or schedules; and (3) the additional fees to be charged, if any, for any out of scope work or services stated on the work order.

7.10 Governing Law

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

7.11 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

Vendor

Kenneth Baker
President
eGroupTech, Inc

2560-102 Barrington Circle
Tallahassee, Florida 32308

2971 Compton Way
Tallahassee, FL 32309

7.12 Pronouns/Gender

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

7.13 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.

7.14 Litigation Expenses

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

7.15 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.

7.16 Assignments

Unless agreed upon by Corporation and Vendor, any and all assignments of rights hereunder by the Corporation and the Vendor shall be void.

7.17 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.

7.18 Arbitration

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.

7.19 Minimum Level of Work

The minimum level of work is based upon Attachment 1. This Agreement is not intended to be a sole source contract or an exclusive contract.

7.20 Force Majeure.

Neither party will be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its control, including and without limitation: strikes, lockouts, or other industrial disturbances; civil disturbances; fires; acts of God; acts of a public enemy; compliance with any regulations, order, or requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market.

7.21 Fraud Policy

Pursuant to F.S. 112.311, 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").

7.22 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 s. [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.

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;

6.23 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 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.

6.24 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.

**Florida Court Clerk of Court
Operations Corporation**

eGroupTech, Inc.

Signature



Signature

JD Peacock
Chair

Kenneth Baker
President

Date



Date

