



EXECUTIVE COUNCIL MEETING

December 14, 2022



Jeffrey R. Smith, CPA, CGMA
INDIAN RIVER COUNTY
EXECUTIVE COUNCIL CHAIR

Tiffany Moore Russell, ESQ.
ORANGE COUNTY
VICE-CHAIR

Laura E. Roth, ESQ.
VOLUSIA COUNTY
SECRETARY/TREASURER

NIKKI ALVAREZ-SOWLES, ESQ.
PASCO COUNTY
SENATE APPOINTEE

KEN BURKE, CPA
PINELLAS COUNTY
HOUSE APPOINTEE

RON FICARROTTA
13TH JUDICIAL CIRCUIT JUDGE
SUPREME COURT APPOINTEE

JD PEACOCK, II
OKALOOSA COUNTY

HARVEY RUVIN, ESQ.
MIAMI-DADE COUNTY

JOHN DEW
EXECUTIVE DIRECTOR

TODD NEWTON
GILCHRIST COUNTY

JOHN CRAWFORD
NASSAU COUNTY
STACY BUTTERFIELD, CPA
POLK COUNTY

FIRM OF BOYD AND DURANT
GENERAL COUNSEL

2560-102 BARRINGTON CIRCLE | TALLAHASSEE, FLORIDA 32308 | PHONE 850.386.2224 | WWW.FLCCOC.ORG

EXECUTIVE COUNCIL MEETING

December 14, 2022

Meeting: 10:00 AM – 11:00 AM

WebEx Link: <https://flclerks.webex.com/flclerks/j.php?MTID=mdd7f363b9417b0c35687c00e575ce2e5>

Meeting Code: 2312 467 8826, **Password:** CCOC

Conference Call: 1-866-469-3239, **Access Code:** 2312 467 8826

Call to Order.....Hon. Jeffrey R. Smith
InvocationHon. John Crawford
Roll CallHon. Laura Roth

- 1) Introduction and Agenda ApprovalHon. Jeffrey R. Smith
- 2) Approve Minutes from 11/01/22 Meeting.....Hon. Laura Roth
- 3) ContractsJohn Dew
 - a) CCOC Contract Extensions
 - b) CCOC Renew Contract
 - c) General Counsel
- 4) Guardianship ProjectHon. Ken Burke
 - a) Contract for Vendor to Develop Database
 - b) Approve Full Time Employee (FTE) Project Manager
 - c) Draft Contract with JAC for Funding
- 5) Committee Updates
 - a) PIEHon. Laura E. Roth
 - b) Budget.....Hon. Tiffany Moore Russell
- 6) CCOC Annual ReportGriffin Kolchakian
- 7) TCBC ReportHon. Judge Ficarrotta
- 8) Other Business.....Hon. Jeffrey R. Smith

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CCOC
FLORIDA CLERKS OF COURT
OPERATIONS CORPORATION

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DRAFT Minutes of November 1, 2022, Executive Council Meeting

Council Action: Review and approve with changes if needed.

The Executive Council of the Clerks of Court Operations Corporation (CCOC) held a meeting in person at the Hilton Sandestin, Miramar Beach, FL and via WebEx on November 1, 2022. An agenda and materials were distributed in advance of the meeting and posted on the CCOC website.

Call to Order, Invocation, and Roll Call

The meeting was called to order by Chair Jeffrey Smith at 4:05 PM Central Standard Time, Clerk John Crawford provided an invocation, and Secretary/Treasurer Laura Roth called roll.

Council members present for meeting in person: Vice-Chair Tiffany Moore Russell, Secretary/Treasurer Laura Roth, Clerk Nikki Alvarez-Sowles, Clerk Ken Burke, Clerk John Crawford, Clerk Todd Newton, and Clerk JD Peacock

Council members present via WebEx: Chair Jeffrey Smith, Clerk Stacy Butterfield, and Judge Ronald Ficarrotta

Council members absent from meeting: Clerk Harvey Ruvin

Agenda Item 1: Approve Agenda

A motion was made to approve the agenda by Clerk Newton and was seconded by Clerk Russell.

Clerk Burke asked for the process for selection of General Counsel be put on the agenda. Clerk Smith said he agreed the CCOC should look at the General Counsel position every few years, as is done in the Clerks' offices, and that we should consider putting out an RFP. He said that item for discussion would be added to the agenda for the December Executive Council Meeting.

CCOC Executive Director, John Dew requested that the agenda be revised to allow Clerk Burke to update the Council on the Guardianship Database project earlier as he has a conflict later in the meeting. Chair Smith asked the maker of the motion and the seconder if they would

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agree to allow Clerk Burke to provide his report earlier in the meeting. They both agreed to amend the agenda to allow Clerk Burke to make his presentation directly after the Treasurer's report. **The revised motion was adopted unanimously.**

Agenda Item 2: Approve minutes from 08/08/22 and 09/21/22

Chair Smith stated a correction is needed for the 8/8/22 minutes. The PIE Committee had four items to address and the minutes listed three. Mr. Dew said he would make the correction.

A motion to approve the minutes with the revision mentioned by Chair Smith was made by Clerk Russell and seconded by Clerk Newton. The motion carried unanimously.

Agenda Item 3: Treasurer's Report

Clerk Roth announced that CCOC was underbudget for CFY 2021-22, expending approximately 90% of the budget. She pointed out that as expected and explained to the Council at previous meetings, there were two categories that exceeded their budget authority, but overall, were well within the annual budget authority. There were no questions.

Clerk Alvarez-Sowles motioned to approve the Treasurer's Report. Clerk Russell seconded the motion. Motion was passed unanimously.

Agenda Item 8: (a) Guardianship Update

Clerk Burke stated that this is an important item. This is the first time the CCOC has been provided such an important project that is unrelated to the budget process for the Clerks. The Legislature purposefully selected the CCOC to do this project instead of a State Agency. Our role is to build a Guardianship Database which is going to be available to the Judiciary as the primary customer and part of it will be available to the general public. Clerk Burke explained other duties in the bill as far as communicating with the Department of Elderly Affairs, and records registration for guardians. He noted the Legislature has given us funding and deadlines. Clerk Burke praised Mr. Dew for all his endeavors in the project by continuing to push along the process to assure we are on track. He noted that Mr. Dew has taken on the duties as the lead person in the CCOC office; however, he also has hired a Project Manager, Nicole Taylor, who is doing an excellent job. He introduced Ms. Taylor, and she provided the Council members with information concerning her background in leading projects while with the Department of Corrections.

Clerk Burke noted that the funding for this project is being passed through from the Legislature to the Justice Administrative Commission (JAC). The JAC is handling the pass-through dollars as a grant from the State to the CCOC which means there are a host of rules and regulations we must follow. Therefore, the process of seeking vendors and developing a contract for someone to build the database as well as tracking all the dollars we expend is more cumbersome than our previous contractual processes.

Clerk Burke thanked Clerk Peacock for his role as the Chair of the Technical Workgroup and asked if he would like to make any comments on what they have done thus far and will

continue to do. Clerk Peacock noted that his group will be looking at the technical aspect requirements for the project to assure our request for proposal clearly lays out the expectations to potential vendors. The workgroup will work with the chosen vendor to help provide technical guidance and answer questions as needed. He closed by saying that what he thought originally was not going to be a complex project has turned out to be more complex than expected. The workgroup will continue to help us focus on how to make this as easy as possible for the Clerk's offices so there is not a large burden on clerks and their staff.

Clerk Burke also noted he has established an Operational Workgroup that will consist of 16 staff. This workgroup will help develop a data dictionary, develop forms, determine what the website will look like, and work with the CCOC staff on educational programs. Finally, he noted that we will be working with a Judge on fully understanding what data will be needed and assure the process works for them as we test it. Clerk Burke closed by thanking leadership as well as John Dew for his work.

Agenda Item 4: Presentation on Compliance Education

Mr. Dew said that annually he updates the Council on compliance training as provided by the CCOC office through the contract with Compliance Improvement Services. He introduced Don Murphy from CIS to provide the update.

Mr. Murphy, informed council members of services his company offers and announced that they are doing more face-to-face visits after COVID. This past year they also conducted regional training workshops for the smaller counties. He provided a PowerPoint for the meeting and went over the history of training for the current calendar year. He further provided information on what CIS would like to do for the next year. Clerk Smith said he appreciated the update on the measurables and deliverables. He asked if there were any questions. Mr. Dew said he also appreciated the opportunity for the Executive Council to get an update from CIS as he meets with Mr. Murphy each month himself to check on the progress of compliance training. There have been many successes this year. There were no questions.

Agenda Item 5: Committee Updates

a) Budget Committee

Clerk Russell said that the Budget Committee will next meet in early December to approve the new judges' funding calculation, provide a CFY 2021-22 settle-up update, and establish the 2023 committee workplan and calendar. She went over each of the items listed on the Budget Update memorandum that was found in the meeting packet. This included updates on the importance of using more analytics in committee decisions, reminding Clerks that the Operational Budgets will be due to the CCOC on December 2, that the office will be helping Clerks with the settle-up process, and that the expense of juror costs may be more this county fiscal year than the available GR reimbursement dollars.

Clerk Alvarez-Sowles asked if jury reimbursement that is currently projected to be over-budget could be submitted into next year's budget. Jason Welty, CCOC Deputy Executive Director, said there is additional revenue in the current fiscal year for juror expenses, but

it still may not be enough to cover the costs. If that money does run out this year, there are currently not additional dollars to cover the cost from the Legislature to take care of this shortfall. CCOC staff talked internally about attempting to get an increase in our juror cost appropriation of \$11.7 million due to increased costs. Nothing has been finalized on that issue yet, but the CCOC does plan on advocating for additional dollars. If those dollars are not received, then the costs above the budget allocations will have to come from the CCOC court-related approved budget or other sources.

b) PIE Committee

Clerk Roth informed the Council that the PIE Committee met on August 31, to adopt the CFY 2021-22 Quarter 3 Performance Measures and Action Plans report. She encouraged clerks and their staff to attend the Case Counting Workshop scheduled for November 17 in Daytona. Clerk Roth noted that a simplified version of the Uniform Payment Plan will be addressed at their December meeting. There were no questions or comments.

c) Legislative Committee

Clerk Tara Green, Vice-Chair stated that the Legislative Committee met to provide an update on requirements in s. 28.35(2)(i), F.S. This requires that the CCOC must annually prepare a legislative budget request which provides the amount necessary for reimbursement of Baker Act, Marchman Act, and Sexually Violent Predators petitions and orders. This information was provided to the Justice Administrative Commission with each county's number of cases for CFY 2020-21. She noted that if the Legislature funds the issue during the 2023 Session, each county will receive the reimbursement in a quarterly distribution.

The Legislative Committee also discussed previously how to approach the statutory requirement related to changes in filing fees and the distribution of those fees to ensure Clerks are adequately funded. A draft report will be provided to the Council at a later date. There were no questions.

Agenda Item 6: CCOC Travel Policy Revision

Mr. Welty informed the Council that the current CCOC's travel policy had not been updated in several years and that the new policy would align closer to the state travel policy. The new policy includes authority under Florida statutes. Mr. Welty went through each area of the current policy that was being revised as provided in the meeting packet.

Clerk Burke asked if the new policy mirrored the state policy. Mr. Welty said that it does not mirror exactly because while the CCOC is considered a political subdivision of the state, CCOC is not a state agency. He informed the council that CCOC has taken the pieces that are applicable to the corporation as a political subdivision of the state and removed specific language that is only applicable to state agencies. Mr. Welty noted that for example, the CCOC did not include international travel when considering mirroring the state.

Clerk Smith asked if the dollar amount on lodging was in the revised policy. Mr. Welty stated that the rate had been increased from \$150 to \$175 per night. Mr. Welty said this change

was not a permanent law and if the Legislature changes their policy, then CCOC will follow them, and the policy does not have to be changed.

Clerk Burke asked if the policy was made to be as neutral as possible, so not to continuously update policies. Mr. Welty explained that most of the dollar amounts were in statue, and this was a clean refresh and therefore should not have to be changed as the policy noted that our authority was gained from both statutory sources and the DFS reference guide for state expenditures.

Clerk Peacock made a motion to approve the travel policy and forms with the revision on the lodging rate. The motion was seconded by Clerk Russell. Motion was passed unanimously.

Agenda Item 7: TCBC Report

Honorable Judge Ficarrota announced that the Trial Court Budget Commission (TCBC) met twice in August, once in person in Naples and once virtually to discuss and approve recommendations to the Supreme Court to include in our 2023-24 legislative budget request. He explained that the Trial Court Budget Commission and Florida Supreme Court approved \$21.8 million and 20 FTE from the general revenue fund to provide funding for targeted salary increases for court reporters, digital court reporters, court interpreters, trial court staff attorneys and court program specialists. It also requests increased contractual court reporting funding and to hire a deputy chief technology officer for each Judicial Circuit. There is a request for year three of the pandemic recovery plan for approximately \$11.9 million and non-recurring general revenue funds. These funds for temporary adjudicatory and case support resources necessary to address the over 210,000 pending cases above normal that the trial courts are estimated to be facing on July 1 of next year because of the COVID 19 pandemic. The LBR will be some courthouse furnishings for my courthouse here in the 13th circuit and in the fourth 14th Judicial Circuit. The TCBC has a virtual meeting scheduled tomorrow on November 2 by Zoom to review recommendations from its statewide FT Resource Management Workgroup and to allocate any remaining monies from its CFY 2022-23 Post Pandemic Support Program that will be about at \$530,000 that needs to be reallocated. There were no questions.

Agenda Item 8(b): Other Business

Chair Smith asked the Council if anyone had any other issues. None replied. Chair Smith noted that we may want to take a look at the potential fiscal impact of the GASB updates relating to Leases (GASB 87) and Subscription Based IT Arrangements (GASB 96). He asked that if anyone had any concern with these issues that you let us know. And if these issues are being picked up on our reporting forms. Mr. Welty stated that he would communicate with CCOC Budget and Communications Director, Griffin Kolchakian to make sure that the expenditures are flowing in the proper places.

Chair Smith asked if the audience had any questions or comments.

Mr. Welty encouraged everyone to use Don Murphy's services to ensure that we continue to work toward having continued success in our compliance efforts. It is important that we meet the set revenue numbers that have been projected by the Revenue Estimating Conference.

Chair Smith thanked Mr. Welty for his presentation at the REC hearings in which Mr. Welty presented on behalf of the Clerks. Chair Smith added that he believed Mr. Welty's performance contributed to the increase of the REC estimate and that he is very well respected by the REC. Mr. Welty acknowledged CCOC Budget Manager, Johnny Petit, and his work for the REC presentation.

A motion to adjourn the meeting was made by Clerk Alvarez-Sowles and seconded by Clerk Peacock.

Meeting adjourned at 4:05 PM Central Standard Time.

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AGENDA ITEM 3(a)

DATE: December 14, 2022
SUBJECT: CCOC Contract Extensions
COUNCIL ACTION: Approve contract extensions

OVERVIEW:

Section 28.35, (4), F.S., authorizes the CCOC to pay expenses as necessary to perform the official duties and responsibilities of the corporation.

The CCOC provides an option to extend its contracts twice provided there is adequate funding and performance. All seven of the below contracts would be seeking their first one- year extension. CCOC staff has evaluated the performance of the vendors below and recommend to the Council that they be given a one-year contract extension for calendar year 2023. The vendors have agreed to extend their services at the same rate as provided in 2022. The contract extension forms are attached to this memo. The original 2022 contracts approved by the Executive Council can be found on the CCOC website: <https://flccoc.org/contractual-services/>

Vendor	Services Provided	Extension	Contract rate/deliverables
Bill Sittig	Financial & Accounting	#1	\$99/hr. not to exceed \$26,100 Annually
Law, Redd, Crona & Monroe	Annual Financial Audit	#1	\$150/hr. not to exceed \$15,900 Annually
Understory, LLC	Website Hosting & Management	#1	Not to exceed \$16,000 Annually
eGrouptech	IT Managed Services	#1	\$3,166/month not to exceed \$38,000 Annually
Tallahassee Cleaning Solutions	Janitorial	#1	\$205 monthly and one deep cleaning not to exceed \$2,710 Annually

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AGENDA ITEM 3(a) - CCOC CONTRACT EXTENSIONS

Vendor	Services Provided	Extension	Contract rate/deliverables
FCCC	Clerk and Staff Education	#1	Not to exceed \$397,200 Annually
CIS	Compliance Training	#1	**Not to exceed \$59,500 annually for services and \$6,000 annually for travel.

**The Council may want to consider allowing for an increase in the CIS original contract for additional services in 2023 to help staff a Compliance Summit, as done a couple years ago, and/or if more site visits to Clerks' offices are expected. Likewise, the vendor may be used more to help focus on collections performance reporting. The vendor is suggesting an increase of \$14,000. (See Attachment from Vendor.)

COUNCIL ACTION: Approve contract extensions. Consider a higher contract amount for CIS only if we hold a compliance submit or have more Clerks than anticipated request individual or joint compliance training.

LEAD STAFF: John Dew, CCOC Executive Director

ATTACHMENTS:

1. Bill Sittig financial & accounting service contract extension
2. Law, Redd, Crona & Monroe audit service contract extension
3. Understory, LLC website hosting and management service contract extension
4. eGrouptech, IT managed service contract extension
5. Tallahassee Cleaning Solutions, janitorial service contract extension
6. FCCC, Educational Services
7. Compliance Improvement Services, compliance training
8. CIS Vendor Request



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Extension of Contract For 2023

The initial contract between the CCOC and Bill Sittig, CPA was dated January 31, 2022, for financial and accounting services. Mr. Sittig has an option to be given an extension for calendar year 2023 that will expire December 31, 2023. Upon favorable evaluation, Mr. Bill Sittig has agreed to a one-year extension as offered by the CCOC Executive Director John Dew. The extension was approved by the Executive Council on December 14, 2022.

Professional Services Agreement

- 1) The parties agree to extend this contract for an additional one-year period, which will begin immediately on the expiration of the original time period and will end on December 31, 2023.
- 2) All other terms and conditions of this contract remain unchanged.
- 3) This document, including the attached original contract is the entire agreement between the parties.
- 4) The original and one of more copies of this Agreement may be executed by one or more of the parties hereto. In such event, all such executed copies shall have the same force and effect as the executed original, and all such counterparts, taken together shall have the effect of a fully executed original.

IN WITNESS WHEREOF, this Extension of Contract has been executed by the parties hereto as of the effective date of January 1, 2023.

Florida Clerks of Court Operations Corporation

Bill Sittig, CPA

Signature: _____
John Dew, Executive Director
Date: _____
Witness: _____

Signature: _____
Bill Sittig (owner)
Date: _____
Witness: _____

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Extension of Contract For 2023

The initial contract between the CCOC and Law, Redd, Crona, & Monroe, P.A. was dated January 4, 2022, for Audit Services of the CCOC Office. Ms. Powell, Audit Partner, has an option to be given an extension for calendar year 2023 that will expire December 31, 2023. Upon favorable evaluation, Ms. Powell has agreed to a one-year extension as offered by the CCOC Executive Director John Dew. The extension was approved by the Executive Council on December 14, 2022.

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IN WITNESS WHEREOF, this Extension of Contract has been executed by the parties hereto as of the effective date of January 1, 2023.

Florida Clerks of Court Operations Corporation

Law, Redd, Crona & Munroe, P.A.

Signature: _____

John Dew, Executive Director

Date: _____

Witness: _____

Signature: _____

Dana Powell (Audit Partner)

Date: _____

Witness: _____

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Extension of Contract For 2023

The initial contract between the CCOC and UnderStory, LLC was dated January 4, 2022, for design, development, maintenance and hosting of the Corporation's website. Mr. Thomas (Owner), has an option to be given an extension for calendar year 2023 that will expire December 31, 2023. Upon favorable evaluation, Mr. Thomas has agreed to a one-year extension as offered by the CCOC Executive Director John Dew. The extension was approved by the Executive Council on December 14, 2022.

Professional Services Agreement

- 1) The parties agree to extend this contract for an additional one-year period, which will begin immediately on the expiration of the original time period and will end on December 31, 2023.
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IN WITNESS WHEREOF, this Extension of Contract has been executed by the parties hereto as of the effective date of January 1, 2023.

Florida Clerks of Court Operations Corporation

UnderStory, LLC

Signature: _____

John Dew, Executive Director

Date: _____

Witness: _____

Signature: _____

Eric Thomas (Owner)

Date: _____

Witness: _____

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Extension of Contract For 2023

The initial contract between the CCOC and eGroupTech, Inc. was dated January 4, 2022, for outsourcing IT and managed support services for the CCOC Office. Mr. Ken Baker, Owner, has an option to be given an extension for calendar year 2023 that will expire December 31, 2023. Upon favorable evaluation, Mr. Baker has agreed to a one-year extension as offered by the CCOC Executive Director John Dew. This extension was approved by the Executive Council on December 14, 2022.

Professional Services Agreement

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- 4) The original and one of more copies of this Agreement may be executed by one or more of the parties hereto. In such event, all such executed copies shall have the same force and effect as the executed original, and all such counterparts, taken together shall have the effect of a fully executed original.

IN WITNESS WHEREOF, this Extension of Contract has been executed by the parties hereto as of the effective date of January 1, 2023.

Florida Clerks of Court Operations Corporation

eGroupTech, Inc.

Signature: _____

John Dew, Executive Director

Date: _____

Witness: _____

Signature: _____

Ken Baker (Owner)

Date: _____

Witness: _____

Our Mission: As a governmental organization created by the Legislature, we evaluate Clerks' court-related budgetary needs, and recommend the fair and equitable allocation of resources needed to sustain court operations.



Jeffrey R. Smith, CPA, CGMA
INDIAN RIVER COUNTY
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Tiffany Moore Russell, ESQ.
ORANGE COUNTY
VICE-CHAIR

Laura E. Roth, ESQ.
VOLUSIA COUNTY
SECRETARY/TREASURER

NIKKI ALVAREZ-SOWLES, ESQ.
PASCO COUNTY
SENATE APPOINTEE

KEN BURKE, CPA
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RON FICARROTTA
13TH JUDICIAL CIRCUIT JUDGE
SUPREME COURT APPOINTEE

JD PEACOCK, II
OKALOOSA COUNTY

HARVEY RUVIN, ESQ.
MIAMI-DADE COUNTY

JOHN DEW
EXECUTIVE DIRECTOR

TODD NEWTON
GILCHRIST COUNTY

JOHN CRAWFORD
NASSAU COUNTY
STACY BUTTERFIELD, CPA
POLK COUNTY

FIRM OF BOYD AND DURANT
GENERAL COUNSEL

2560-102 BARRINGTON CIRCLE | TALLAHASSEE, FLORIDA 32308 | PHONE 850.386.2224 | WWW.FLCCOC.ORG

Extension of Contract For 2023

The initial contract between the CCOC and Tallahassee Cleaning Services was dated January 4, 2022, for bi-weekly cleaning services of the CCOC Office. Mr. Clayton, business owner, has an option to be given an extension for calendar year 2023 that will expire December 31, 2023. Upon favorable evaluation, Mr. Clayton has agreed to a one-year extension as offered by the CCOC Executive Director John Dew. The extension was approved by the Executive Council on December 14, 2022.

Professional Services Agreement

- 1) The parties agree to extend this contract for an additional one-year period, which will begin immediately on the expiration of the original time period and will end on December 31, 2023.
- 2) All other terms and conditions of this contract remain unchanged.
- 3) This document, including the attached original contract is the entire agreement between the parties.
- 4) The original and one of more copies of this Agreement may be executed by one or more of the parties hereto. In such event, all such executed copies shall have the same force and effect as the executed original, and all such counterparts, taken together shall have the effect of a fully executed original.

IN WITNESS WHEREOF, this Extension of Contract has been executed by the parties hereto as of the effective date of January 1, 2023.

Florida Clerks of Court Operations Corporation

Tallahassee Cleaning Services

Signature: _____

John Dew, Executive Director

Date: _____

Witness: _____

Signature: _____

Colby Clayton (owner)

Date: _____

Witness: _____

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Extension of Contract For 2023

The initial contract between the CCOC and FCCC was dated January 14, 2022, for educational services. Mr. Hart (CEO) has an option to be given an extension for calendar year 2023 that will expire December 31, 2023. Upon favorable evaluation, Mr. Hart has agreed to a one-year extension as offered by the CCOC Executive Director John Dew. The extension was approved by the Executive Council on December 14, 2022.

Professional Services Agreement

- 1) The parties agree to extend this contract for an additional one-year period, which will begin immediately on the expiration of the original time period and will end on December 31, 2023.
- 2) All other terms and conditions of this contract remain unchanged.
- 3) This document, including the attached original contract is the entire agreement between the parties.
- 4) The original and one of more copies of this Agreement may be executed by one or more of the parties hereto. In such event, all such executed copies shall have the same force and effect as the executed original, and all such counterparts, taken together shall have the effect of a fully executed original.

IN WITNESS WHEREOF, this Extension of Contract has been executed by the parties hereto as of the effective date of January 1, 2023.

Florida Clerks of Court Operations Corporation

FCCC

Signature: _____
John Dew, Executive Director
Date: _____
Witness: _____

Signature: _____
Chris Hart (CEO)
Date: _____
Witness: _____

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Extension of Contract For 2023

The initial contract between the CCOC and Compliance Improvement Services, Inc. was dated January 4, 2022, for helping Clerks and staff with compliance efforts. Mr. Don Murphy, Owner, has an option to be given an extension for calendar year 2023 that will expire December 31, 2023. Upon favorable evaluation, Mr. Baker has agreed to a one-year extension as offered by the CCOC Executive Director John Dew. This extension was approved by the Executive Council on December 14, 2022.

Professional Services Agreement

- 1) The parties agree to extend this contract for an additional one-year period, which will begin immediately on the expiration of the original time period and will end on December 31, 2023.
- 2) All other terms and conditions of this contract remain unchanged.
- 3) This document, including the attached original contract is the entire agreement between the parties.
- 4) The original and one of more copies of this Agreement may be executed by one or more of the parties hereto. In such event, all such executed copies shall have the same force and effect as the executed original, and all such counterparts, taken together shall have the effect of a fully executed original.

IN WITNESS WHEREOF, this Extension of Contract has been executed by the parties hereto as of the effective date of January 1, 2023.

Florida Clerks of Court Operations Corporation

CIS, Inc.

Signature: _____

John Dew, Executive Director

Date: _____

Witness: _____

Signature: _____

Don Murphy (Owner)

Date: _____

Witness: _____

Our Mission: As a governmental organization created by the Legislature, we evaluate Clerks' court-related budgetary needs, and recommend the fair and equitable allocation of resources needed to sustain court operations.

Attachment 3a

Cultivating Compliance Relationships with CIS

Compliance Improvement Services (CIS focused research and follow-up is meant to build better teams for all Clerks at exactly their specific need. Our primary objective is to collaborate with Clerk teams across the State of Florida to implement best practices. CIS is proud to be a partner with CCOC since 2019 building improved service with Clerks. There are 67 counties, and one model does not fit all.

All offices must be assured that *they* are doing the best they can for collection compliance in the most efficient manner. With this in mind, CIS begins each county relationship listening and observing the unique challenges faced by each office. At CIS, we understand that compliance service in its simplest form is about building a process that brings Clerk teams together with customers to satisfy payment obligations ordered by the Court. Each office we work with has unique abilities and constraints. Using certified best practices, CIS analyzes office challenges, explores solutions, and educates clerk teams. We accomplish this through a variety of ways that include clerk site visits, workshops, on-line training, posted research and insight into the compliance process with continual conversations with clerk offices.

To satisfy compliance goals CIS continues to meet customers in the field. In 2022, we met with 34 counties which included both on site and virtual visits. Follow-up contacts occurred throughout the year to check on planning, offer training opportunities, and research processing challenges. Educational Services published online training that included spotlighted achievements in compliance technology and process improvements. Seven newsletters were delivered to over 135 compliance users. CIS Consulting Services reviewed collection performance figures and worked with counties to understand causes and implement best practice adjustments. This included topics on civil traffic performance, best practices with the CCOC workgroup, adjusting to the new payment plan, and implementing day of court payment conversations.

CIS Service Tasks for 2023

Compliance Service is continuous. In fiscal year 20/21 there were over 307,000 sentences, each including fines. Clerks are challenged to assist citizens with plans that restore compliance to court ordered fines. CIS provides established compliance experience with Clerks. We maintain that service through research, education, and consulting. Clerks realize the importance of compliance service and are looking for ways to satisfy best practices. CIS follows-up with local project plans to keep program momentum. The exchange of ideas has been invaluable shared through workshops and workgroups.

CIS will keep that momentum moving forward through consulting and educational service. The CIS renewal bid includes an adjustment in hours to meet those challenges. The current year bid is 850 hours. CIS is recommending an adjustment to 1050 hours. This change would allow for additional consulting time on workgroups and in county visits. A Compliance Summit gathering of all Clerk compliance teams is also included in 2023. The previous summit was held in 2019 for all Clerk offices focused on compliance. This educational event produces valuable insight into needed compliance changes and compliance team improvements.

Highlighted Task Features

- 14 On-site visits- Includes introductory compliance visits and reestablishing program assistance. Best Practice audits available for compliance recognition candidates.
- 11 Virtual visits continue to create learning and consulting opportunities remotely.
- Webinars provide focused review on best practice field improvements and challenges.
- Compliance Summit planning, production, and hosting as conducted in 2019.
- Conference attendance brings educational compliance service to group event.
- Educational Services continue in e-Learning, blogpost, and news reporting in the latest developments in the courts in Florida and across the country.
- Consulting provides research information on project needs, legislative considerations, and field initiatives in compliance service. Topics for consideration include:
 - Liens and Compliance Negotiations
 - Payment Plan Form Implementation
 - Compliance Technology Review
 - Legislation impacts to compliance
 - Best Practice Checklist Refinement
 - Day of Court Juvenile Delinquency Fine Compliance
 - Compliance Enrollment
 - Civil Traffic Collections Performance
 - Assessment, Revenues, and ROI
 - D6 and DL Suspension Sanctions

CIS Price Quote for 2023

2023- Jan. 1– Dec. 31

Type	*Hours	**Amount	Total Hours	Rate	Cost
site visit	20	14	280	\$70.00	\$19,600.00
Summit w prep	110	1	110	\$70.00	\$7,700.00
virtual visit	11	15	165	\$70.00	\$11,550.00
workshop	16	5	80	\$70.00	\$5,600.00
conference	33	2	66	\$70.00	\$4,620.00
education	1	180	180	\$70.00	\$12,600.00
consulting	1	169	169	\$70.00	\$11,830.00
TOTAL			1050		\$73,500.00

1-Hours = the number of hours required to complete a task type

2-Amount= proposed amount of tasks (i.e., visits), to be completed during contract period

Summit provides dedicated compliance conference experience for Clerks and Clerk compliance teams. Previous Summit conducted in October of 2019. Additional site visit hours reflect focus on collections performance reporting and follow-up to improve best practices.



Dated this _____ day of _____, 2022

Don Murphy, Principal & Senior Consultant-

Jeffrey R. Smith, CPA, CGMA
INDIAN RIVER COUNTY
EXECUTIVE COUNCIL CHAIR

Tiffany Moore Russell, ESQ.
ORANGE COUNTY
VICE-CHAIR

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AGENDA ITEM 3(b)

DATE: December 14, 2022
SUBJECT: CCOC Renew Contract
COUNCIL ACTION: Approve contract renewal

OVERVIEW:

Subsection 28.35(4), F.S., authorizes the CCOC to pay expenses as necessary to perform the official duties and responsibilities of the corporation.

The CCOC Office has historically utilized a contract for HR services since its inception. The current contract with the Krizner Group provides HR training on a regular basis; review of CCOC employment policies and practices; an annual audit and comprehensive report detailing CCOC compliance with relevant state and federal employment laws; as well as unlimited access to professionals to help with any HR issues. Our current contract with the Krizner Group will end on December 31, 2022. We evaluated the services provided by the vendor and the results were that they provided services timely and professionally.

We recommend that we contract again with the Krizner Group. The current contract amount is \$5,700 annually. They have agreed to the same contract price.

COUNCIL ACTION: Approve contract renewal with the Krizner Group for HR services for \$5,700 annually.

LEAD STAFF: John Dew, CCOC Executive Director

ATTACHMENTS:

1. Proposed Contract with Krizner Group

PROFESSIONAL SERVICES AGREEMENT

This Agreement made this 1st day of January 1, 2023, 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 The Krizner Group (hereinafter “Vendor”), 1550 Village Square Blvd, Suite 3, 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 and expertise to perform services and training 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 All services shall be directed by the Executive Director or the Deputy Executive Director.
- 1.3 Services that may be provided by Vendor to the Corporation pursuant to this Agreement and hereinafter defined shall include specific areas of:
 - A. Retainer Services for Core HR Components
- 1.4 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.
- 1.5 Services to be provided by Vendor shall be performed and delivered at the Corporation principal place of business unless provided otherwise in the Task Assignment.

SECTION 2: DEFINITION AND SCOPE OF SERVICES

Services provided by Vendor pursuant to this Agreement shall be as defined below within the scope and tasks as established.

- 2.1 Retainer Services for Core HR Components:

- A. Supervisor training on sexual harassment and discrimination in the workplace
- B. Complete annual audit and comprehensive report detailing CCOC compliance with all relevant state and federal employment laws
- C. Thorough review and report of employment policies and practices
- D. Periodic updates on trends in employment law; and
- E. Unlimited advice through the vendor/employer hotline.

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 \$ 5,700 per year. Payment will be billed on a quarterly basis at \$1,425 per quarter. Said rate encompasses all employee related expenses such as federal taxes, insurances, retirement, and other federal and/or state required costs and Vendor's overhead related expenses.

3.2 Direct Costs

The Corporation shall reimburse the Vendor for direct costs incurred by Vendor in providing services under this Agreement. Such costs shall include postage, telephone, travel/per diem (subject to state policy and Section 112.061, F.S.), and material/supplies but will be reimbursed under the Contract Cap as set in Section 3.1 above.

3.3 Invoices

The Vendor shall invoice the Corporation quarterly for the retainer service. Payments for future quarters may be withheld by the CCOC in the event that required deliverable(s) have not been received. 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.

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.

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.

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 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 and fully executed Task Assignment/Task Assignment Change Order.
- 5.2 All direction for services shall be prescribed in a Task Assignment either verbally or in writing by the Executive Director or the Executive Director's designee. Compensation for such services shall be negotiated prior to the issuance of a Task Assignment, unless certified as a valid public emergency pursuant to Florida law.
- 5.3 All services described in the Agreement shall be performed by and/or under the direct supervision of Joyce E. Chastain, William T. Krizner, or another person of similar experience designated by Vendor

and approved by the Corporation's Contract Manager. For the purposes of this Agreement, such approved person shall be considered the Vendor.

- 5.4 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. In case any class of employees engaged in hazardous work under this Agreement are not protected under Workers' Compensation statutes.
- 5.5 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.
- 5.6 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 deemed unsatisfactory by the Corporation.
- 5.7 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.
- 5.8 The Corporation agrees to compensate the Vendor as identified for the satisfactory completion of services as specified this Agreement. Funding under this Agreement shall be authorized by and for each Task Assignment as issued by the Corporation, and the Vendor is not authorized to perform any services that exceed the funding amount issued.
- 5.9 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 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.

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.

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.

<u>CORPORATION</u>	<u>VENDOR</u>
John Dew Executive Director Clerks of Court Operations Corporation 2560-102 Barrington Circle Tallahassee, Florida 32308	Krizner Group 1550 Village Square Blvd, Suite 3 Tallahassee, FL 32309

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, each party shall pay its own costs and expenses of litigation and arbitration (excluding fees and expenses of arbitrators and administrative fees and expenses of arbitration).

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

Any controversy or claim arising out of or relating to this Agreement, or breach thereof, that can not 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.

SECTION 7: 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").

7.1 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.

7.2 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;

7.3 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.

7.4 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 _____, 20__.

**Florida Court Clerk of Court
Operations Corporation**

Signature

Jeffrey R. Smith

Chair

Date

Witness

The Krizner Group

Signature

Joyce E. Chastain, SPHR

William T. Krizner Firm

Date

Witness

Jeffrey R. Smith, CPA, CGMA
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EXECUTIVE COUNCIL CHAIR

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ORANGE COUNTY
VICE-CHAIR

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VOLUSIA COUNTY
SECRETARY/TREASURER



JOHN DEW
EXECUTIVE DIRECTOR



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GENERAL COUNSEL

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AGENDA ITEM 3(c)

DATE: December 14, 2022
SUBJECT: General Counsel
COUNCIL ACTION: Approve process for seeking General Counsel

OVERVIEW:

When the CCOC was established in 2004 the Council approved contracting for a General Counsel. The contract established allowed for paying a rate of \$200 per hour for services and a cap of no more than \$98,000 annually. While the contract maximum was revised to \$111,000 a few years later, the hourly rate of pay at \$200 has always remained the same.

Joseph Boyd with the firm of Boyd and Durant was selected as the original CCOC General Counsel. He passed away in January 2021 and at that time, Rob Boyd from the firm of Boyd and Durant stepped in as Counsel as he had worked on CCOC issues for over a decade. There has been a decrease in the use of the General Counsel in the last several years. This is probably due to the CCOC, and its leadership having established history in dealing with legal issues concerning Clerk budgeting, contracts, etc. For legal services we expended \$65,265 in 2017/18; \$54,725 in 2018/19; \$29,740 in 2019/20; \$12,466 in 2020/21; and \$2,340 in 2021/22.

Rob Boyd recently notified us that it is his intent to no longer serve as the CCOC General Counsel due to his workload and other obligations; however, he agreed to be available until such time we hire a new General Counsel.

The CCOC suggests having a Council member volunteer to work with the CCOC Executive Director to seek services of a new General Counsel. Recommendations for a new General Counsel will be provided to the Council for approval.

COUNCIL ACTION: Approve process for replacing our General Counsel.

LEAD STAFF: John Dew, CCOC Executive Director

Our Mission: As a governmental organization created by the Legislature, we evaluate Clerks' court-related budgetary needs, and recommend the fair and equitable allocation of resources needed to sustain court operations.

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AGENDA ITEM 4(a)

DATE: December 14, 2022
SUBJECT: Statewide Guardianship Project – Contract for Vendor to Develop Database
COUNCIL ACTION: Approve Recommended Actions

OVERVIEW:

- Working with Canopy Consulting Firm, the Request for Proposals (RFP) to secure vendor services was developed and released in late October.
 - The RFP, sent to over 300 vendors, contained information on the criteria and methodology which would be used for evaluating responsive vendor proposals.
- Canopy Consulting Firm provided the CCOC with an evaluation tool which incorporated the criteria and methodology outlined in the RFP.
- A five member-evaluation team was assembled of individuals possessing the knowledge and experience to evaluate technical approaches and proposed solutions for the scope of work required of the Guardianship project.
 - Training was conducted for the members highlighting state procurement guidelines, ethics, use of the tool, and the evaluation criteria and methodology to be followed in accordance with the RFP.
- The CCOC received eleven responsive proposals in late November.
- The week of November 28th to Friday, December 2nd, the evaluation team independently reviewed and evaluated the proposed technical approaches and proposed solutions submitted by each vendor – without seeing the vendors' respective price proposals.
 - Price proposals were scored separately by the Canopy Consulting Group, and in accordance with the RFP, by someone not on the evaluation team.
- As a result of the evaluation and scoring process, Cloud Navigator is the recommended vendor.

Our Mission: As a governmental organization created by the Legislature, we evaluate Clerks' court-related budgetary needs, and recommend the fair and equitable allocation of resources needed to sustain court operations.

AGENDA ITEM 4(a) – CONTRACT FOR VENDOR TO DEVELOP DATABASE

COUNCIL ACTION:

1. Accept the recommendation and begin negotiating a contract with Cloud Navigator, moving the selection forward. We will bring a proposed contract back to the Council for approval.
2. Accept the recommendation to begin negotiating a contract with Cloud Navigator, but also allow staff to move away from Cloud Navigator and to one of the other well-suited vendors if contract negotiations reveal Cloud Navigator's services are not in the CCOC, Clerks, or state's best interest. We will bring a proposed contract back to the Council for approval.

COUNCIL LEAD: Honorable Ken Burke

LEAD STAFF: John Dew, CCOC Executive Director
Nicole Taylor, CCOC Business Analyst & Project Manager

ATTACHMENTS: None

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AGENDA ITEM 4(b)

DATE: December 14, 2022
SUBJECT: Approve Full Time Employee (FTE) Project Manager
COUNCIL ACTION: Approve FTE

OVERVIEW:

Section 744.2112, F.S., requires the CCOC and the Clerks of Court to establish a statewide database of guardian and guardianship case information to facilitate improving court oversight of guardianship cases.

CCOC staffing for this project has consisted of using current CCOC staff as well as hiring a person in an Other Personnel Position (OPS) and paying her an hourly rate. However, it has become evident that this project requires a full-time position due to the workload.

Attached is a position description for a "Business Analyst and Project Manager." The funding for this position will come from state general revenues and will not be coming from the already approved 2022/23 CCOC Office budget. The expected salary for this position will be \$84,000. There are sufficient funds.

Nicole Taylor has been working for us as OPS on this project since early September. We will offer the full-time position to Ms. Taylor if she is willing to accept it.

COUNCIL ACTION: Approve FTE

LEAD STAFF: John Dew, CCOC Executive Director

ATTACHMENTS:

1. Position Description – Business Analyst and Project Manager

Attachment 4b

BUSINESS ANALYST AND PROJECT MANAGER

DISTINGUISHING CHARACTERISTICS OF WORK

The Business Analyst (BA) and Project Manager (PM) within the Clerks of Court Operations Corporation (CCOC) is responsible for the oversight of business analysis, business relationship management, operational change/strategic initiatives, project leadership and management, and the development, support, management, and governance of assigned work efforts. This position works directly with the Executive Director and the Deputy Director in providing business and project support of the Clerks of Court and the CCOC Executive Council. This position is highly independent and works under limited supervision. It requires the individual to possess good judgement and work in a trusted high-profile capacity where demand is high and fast-paced; flexibility is essential; and leadership skills are trusted to make timely decisions, respond to change, as well as identify, monitor, and manage risks in order to manage scope, expectations, timelines, budget, and deliverables.

ESSENTIAL NATURE OF WORK PERFORMED

As the Business Analyst (BA), at the direction of the Executive Director and/or the Deputy Director, this position shall assess business operations, both internal and external when appropriate, to analyze and document the current state by gathering high level and granular level requirements for implementing operational process change, strategic initiatives, and/or projects necessary to move toward a desired future state. Through business relationship management, the BA works with stakeholders, leadership, frontline staff and contract staff when necessary to achieve the goals and objectives required to reach the desired future state. The BA will conduct preliminary analysis and then detailed analysis, documenting results and providing iterative feedback to stakeholders and leadership until the operational change, initiative, and/or project needs have been determined and/or met.

As Project Manager (PM), this position is responsible for managing and achieving organizational objectives. It is a high-profile role that is challenging and holds significant responsibility along with shifting priorities. It works closely with the leadership and stakeholders to ensure project plans align with overarching business and program plans as well as needs. This position is knowledgeable and experienced in project management processes and methodologies, the application of methodologies, tools and techniques used to successfully manage projects toward successful outcomes. The PM provides leadership by guiding project teams effectively while balancing project constraints and managing risks. Specifically, the PM shall be responsible for the day-to-day management of specific goals, working on specific assignments with definitive outcomes, time constraints, and budgets. The duties and responsibilities include being the primary point-of-contact for all aspects of a project or initiative; coordinating people, processes, activities and resources; developing project plans, timelines, and deliverables; identifying and managing risks; meeting scope requirements by providing concrete guidance and direction to project team members, whether internal or external members; compiling documentation; and reporting to and being accountable to leadership and stakeholders.

EXAMPLES OF WORK PERFORMED

(NOTE: These examples are intended as illustrations of various types of work performed in positions allocated to this class. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

Business Analyst:

- Elicit, analyze, review, and document business requirements (functional and non- functional).
- Document business processes at a high level as well as a detailed level.
- Create and update detailed requirements and documentation.
- Create traceability matrices to map business requirements to test cases.
- Create system, integration, and performance test plans.
- Create use case and test case scenario documentation.
- Perform test case scenarios following methodology for development testing, system testing, and user acceptance testing.
- Conduct, and/or assist with conducting, Joint Application Design (JAD) sessions with external and/or cross-jurisdictional stakeholders when required.
- Coordinate or assist with the coordination of project deliverables.
- Ensure proposed changes, solutions, system architecture design, software and hardware solutions are professionally documented.
- Contribute to activity definition, activity sequencing, activity resource estimating, activity duration estimating, and development.
- Contribute to risk identification, tracking, and analysis.
- Contribute to issue management and tracking.
- Communicate effectively with project stakeholders.
- Provide weekly status reports to the project manager, if not serving as the project manager.
- Assist in and/or provide user training for a train-the-trainer approach.
- Ensure leadership and stakeholder expectations are met.
- Assist with implementations as needed.
- Assist with keeping system documentation current.

Project Manager:

- Oversees the management of projects from initiation through closure phases.
- Creates, manages, and ensures adherence to project management processes, policies, and procedures, including those in a project management governance process.
- Works with Clerks of Court and their Operations, Strategic Business Support, and other staff to coordinate collaborative project activities.
- Leads and coordinates meetings regarding project management processes, governance, methodologies, and statuses.
- Works with CCOC and Clerks' staff and leadership to identify business technology needs and issues.
- Works with CCOC and Clerks' staff and leadership to identify and document project requirements, scope and other applicable tasks.
- Ensures the use of project management tools and programs to effectively track, monitor, manage projects.
- Assists and participates in internal and external audits/evaluations of project management procedures and activities.
- Works to ensure projects conform to organizational and state project management standards.
- Monitors team progress by holding regular team meetings to assess risk, identify conflicts, barriers, and issues, and facilitate the development of resolutions and action plans.
- Reports progress to upper management through regular status updates, maintaining all required documentation for visibility into team efforts.
- Manages tasks, activities, and/or projects to ensure they are effectively tracked, follow organizational documentation standards, and remains on schedule, within scope, and within budget.
- Creates, updates, and reviews documentation as required based on the project management methodology used.
- Assists in the development of new, and refinement of, established policies, procedures, practices, methods and tools as needed.

- Provides consultation to management with respect to project management updates, methodologies, and comparisons/options as required.
- Assists in establishing long range project and/or business objectives and specifying strategies and actions to achieve these objectives.
- Leads strategic planning for projects and other initiatives.
- Ensures effective and efficient management of internal and external projects.
- Performs quality assurance of assigned projects, initiative, and products.
- Assists in identifying and monitoring training needs for project success, develops related training materials as needed, and delivers related training as needed.

BA Preferred Knowledge, Skills, and Abilities:

- Experience with meeting facilitation and requirements documentation.
- Experience with business analysis and eliciting and documenting requirements.
- Ability to gather and evaluate customer requirements and needs.
- Strong collaborative skills.
- Excellent oral and written communications skills.
- Ability to work independently or cooperatively with others.
- Ability to deliver assignments of the project in the agreed schedule, to the correct technical specification (i.e. defined to meet user requirements) within the approved budget and other specified criteria.

PM Preferred Knowledge, Skills, and Abilities:

- Ability to effectively communicate, both verbal and written, with a wide range of audiences.
- Ability to communicate technical information.
- Ability to build relationships with a wide range of audiences.
- Ability to work with and facilitate cross-functional teams.
- Ability to lead group discussions and manage conflict to achieve meeting objectives.
- Ability to proactively identify problems and generate solutions.
- Ability to supervise, direct and coordinate activities of team members and contract staff.
- Ability to drive cross-business teams.
- Ability to make presentations.
- Ability to plan and organize work.
- Ability to use conflict resolution techniques.
- Advanced proficiency in MS Office Suite, including Word, Excel, PowerPoint, Project, and Visio.
- Knowledgeable in Project Management Methodologies, including, but not limited to: Waterfall, Agile, and Scrum.
- Skilled in the following:
 - Project Plan Creation
 - Issue and Risk Log Management
 - Change Control
 - Communication Planning
 - Project Reporting
 - Project Management Tools
 - Knowledge of, and ability to explain, various applicable governing statutes, administrative code, policies, processes, and procedures.
 - Knowledge of, and ability to explain, various governance structures.

MINIMUM EDUCATION, TRAINING, AND EXPERIENCE

Graduation from an accredited four-year college or university with a major in computer sciences, business administration, public administration, public policy, social sciences, or comparable field plus four years of experience in governmental administration, management, strategic planning and initiatives, operational

assessment and improvement, business analysis, project management, or an equivalent combination of training and experience in the field or related field.

A master's degree from an accredited college or university in technology services, business administration, public administration, public policy, social sciences, or comparable field may substitute for one year of the required experience.

ADDITIONAL PREFERENCES

- Experience managing or supervising a project management function or team.
- Experience managing or supervising an application development/maintenance function or team.
- Business Relationship Management experience.
- Experience working with senior or executive leadership or equivalent.
- Certifications in Project Management, Process Improvement, Business Analysis, or Business Relationship Management.

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CCOC
FLORIDA CLERKS OF COURT
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AGENDA ITEM 4(c)

DATE: December 14, 2022
SUBJECT: Draft Contract with JAC for Funding
COUNCIL ACTION: Informational Only

OVERVIEW:

The Legislature has tasked the Justice Administrative Commission (JAC) with managing the \$2,400,000.00 appropriated in accordance with Ch. 2022-218, Section 3 of Florida Statute for the purposes of implementing the Guardianship Transparency Act for the 2022-2023 fiscal year. As such, the JAC is qualifying the funding as “State Financial Assistance” and therefore requiring a “Grant-in-Aid Agreement” be entered into between JAC and the CCOC before funding can be made available.

The agreement requires that deliverables be defined, and completion dates established within the agreement; therefore, the agreement could not be fully developed and executed prior to a vendor being awarded a contract to build a guardianship database and the CCOC therefore having a comprehensive deliverables list with scheduled completion dates. The CCOC met with JAC staff on Tuesday, December 5th to discuss the agreement in anticipation of an awarded contract; the requirements which will be applied to the CCOC under the “Grant-in-Aid” agreement; and the availability, steps, and timeline for accessing the funding.

It should be noted that with a “Grant-in-Aid” agreement, there are additional sets of requirements which the CCOC must adhere to in its efforts to implement the statutory requirements of establishing a statewide guardianship database. Additionally, it should be noted that monthly payments will be based on cost reimbursements, with payments made to the CCOC upon JAC’s receipt of an invoice with supporting documentation from the CCOC after the JAC has reviewed and approved the invoice along with the Department of Financial Services. Once CCOC staff has a draft contract with JAC we will come back to the Council for approval.

Our Mission: As a governmental organization created by the Legislature, we evaluate Clerks’ court-related budgetary needs, and recommend the fair and equitable allocation of resources needed to sustain court operations.

AGENDA ITEM 4(c) - DRAFT CONTRACT WITH JAC FOR FUNDING

COUNCIL ACTION: Informational Only

LEAD STAFF: John Dew, CCOC Executive Director
Nicole Taylor, CCOC Business Analyst & Project Manager

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AGENDA ITEM 5(a)

DATE: December 14, 2022
SUBJECT: PIE Committee Update
COUNCIL ACTION: Approve PIE Committee Actions

OVERVIEW:

Item 1

CCOC completed the CFY 2021-22 Quarter 4 Performance Measures and Action Plans (PMAP) report, posted it to the CCOC website (<https://flccoc.org/ccoc-reports/#pr>) and submitted it to the Legislature.

Report Highlights

The Performance Measures and Action Plans report identifies the counties not meeting workload performance standards for specific measures.

Performance Standards	Number of Counties Requiring a Plan
Collections	50
Filing - Timeliness	12
Docketing - Timeliness	8
Timely Juror Payments	5

Reasons for requiring an action plan varied. For collections, 27 action plans were related to internal reasons while 82 were external reasons. Timeliness for filing and docketing were mostly related to staffing issues. The reason for needing actions plans for timely juror payments were procedural in nature for 4 and 1 relating to a new automatic same-day payment system.

COUNCIL ACTION 1: Approve the CFY 2021-22 Quarter 4 Performance Measures and Action Plans (PMAP) report.

Item 2

The Uniform Payment Plan was last modified and adopted for use at the March 8, 2022, Executive Council meeting. There was much discussion regarding the length of the form, the amount of time it takes to fill it out, and its impact on Clerks' operations. The Performance Improvement and Efficiencies (PIE) Committee was asked to consider changes to the form.

When the form was originally developed for use in December 2021, several of the larger counties requested the additional detail in each of the sections. However, after further discussions since implementation, it appears that a simplified version for certain case types would be more efficient, especially in smaller counties.

The PIE Committee approved a simplified version of the form at their meeting on December 2, 2022.

COUNCIL ACTION 2: Approve the simplified Uniform Payment Plan.

LEAD STAFF: Jason Welty, CCOC Deputy Executive Director
Marleni Bruner, CCOC Performance, Policy, and Education Director

ATTACHMENTS:

1. Uniform Payment Plan – Simplified

Clerk
Seal

COUNTY NAME
Clerk of the Circuit Court & Comptroller
Payment Plan Agreement Request Form

Full Name: _____

Citation Number(s) _____

Case Number(s) _____

Address 1: _____

Address 2: _____

City: _____ State _____ Zip Code _____

Mobile/Cell #: _____ Email: _____

I understand that by providing a mailing address, I acknowledge and verify that the mailing address is correct. I will keep my contact information updated with the clerk's office so that I may receive payment plan notifications. By signing and submitting this application, you consent to receive electronic notifications.

Financial Information

Monthly Household Income \$ _____ Monthly Household Expenses \$ _____

Monthly Amount I Can Afford to Pay on this Payment Plan \$ _____

I am requesting to establish a payment plan agreement for the above-listed citation(s) or case(s). A payment schedule will be created as referenced below and provided to me. I understand that the monthly payment will be due until paid in full. {I agree to pay [the lessor of 10 percent of the total fine or \$100] as a down payment today.}

I further understand that failure to comply with the payment plan will cause a default of the agreement, which may result in a notification being sent to the Department of Highway Safety and Motor Vehicles to suspend my driver's license and prohibit me from renewing my vehicle registration. Additionally, the case will be referred to a collection agency for further processing with an additional collection agency fee of up to {40%} of the amount due. When the case is referred to a collection agency, this amount will be added to the balance. In addition, in certain cases, a civil lien fee may be added to the original fine.

Once approved, the clerk will {email, call, mail} you the terms and instructions on paying your payment {online, in-person, by phone, etc.}. I understand the clerk charges a {\$5 per month or \$25 one-time} payment plan fee. I also understand that [Credit Card Vendor Name Here] charges a fee of [Credit Card Service Charge Here] per payment when making payments by credit card. This agreement will not be in effect until your first payment {or down payment} has been received and processed. Please contact our office at {xxx-xxx-xxxx, email, or website} if you have any questions.

Failure to keep the plan current may result in a suspended driver's license, the inability to renew a vehicle registration and additional fees added to the original fine.

Signature: _____ Date: _____

THIS SECTION IS TO BE COMPLETED BY THE CLERK'S OFFICE

Total Amount Owed \$ _____

The first payment of \$ _____ will be due on _____

The subsequent payments of \$ _____ will start on _____ and be due on the _____ day of the month until paid in full.

Jeffrey R. Smith, CPA, CGMA
INDIAN RIVER COUNTY
EXECUTIVE COUNCIL CHAIR

Tiffany Moore Russell, ESQ.
ORANGE COUNTY
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STACY BUTTERFIELD, CPA
POLK COUNTY

RON FICARROTTA
13TH JUDICIAL CIRCUIT JUDGE
SUPREME COURT APPOINTEE

KEN BURKE, CPA
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NIKKI ALVAREZ-SOWLES, ESQ.
PASCO COUNTY
SENATE APPOINTEE

JOHN CRAWFORD
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AGENDA ITEM 5(b)

DATE: December 14, 2022
SUBJECT: Budget Committee Update
COUNCIL ACTION: Approve New Judges Calculation

OVERVIEW:

Legislation signed into law during the 2022 Legislative Session amended s. 28.35(2)(c), F.S., to require the CCOC to “develop a formula to be used to estimate the total cost associated with clerk support for circuit and county judges statewide” and to “make a recommendation for consideration by the Legislature on any need for additional funding” using the established formula in the event that the number of judges is increased by the Legislature. Therefore, the Budget Committee created the New Judges Funding Workgroup chaired by Clerk Abruzzo to establish this calculation for the committee’s review.

The workgroup met multiple times to review and establish the proposed calculation. Based on the factors and information reviewed, the New Judges Funding Workgroup proposes two items for each new judge certified by the Supreme Court:

- One courtroom clerk
- Calculate the additional FTE needed to process the increased workload resulting from the addition of a judge using the proposed calculation

This proposed calculation uses the average cases per judge over a 3-year period and applies the available annual hours work by an employee. The calculation uses SRS case data provided by the Courts. The workgroup proposes the attached calculation and summary for the committee’s review.

Last week, the Budget Committee approved the proposed calculation that is up for Council approval today. However, the committee still needs to determine the proposed funding amount methodology for each calculated FTE.

COUNCIL ACTION: Approve New Judges Calculation

Our Mission: As a governmental organization created by the Legislature, we evaluate Clerks’ court-related budgetary needs, and recommend the fair and equitable allocation of resources needed to sustain court operations.

AGENDA ITEM 5(b) - BUDGET COMMITTEE UPDATE

LEAD STAFF: Griffin Kolchakian, Budget and Communications Director
Rafael Ali-Lozano, Budget Manager

ATTACHMENTS:

1. New Judges Calculation Summary
2. New Judges Calculation

New Judges Funding Workgroup: Proposed Methodology

Step 1:

1. One courtroom clerk for each new judge certified by the Supreme Court.
2. Notes:
 - a. This follows the 1 judge/1 judicial assistance methodology followed by the Supreme Court.
 - b. Depending on the county and division of court the judge is ultimately assigned to, there may be 0 or 2 courtroom clerks necessary. As that information is unknown at the time of certification, this methodology mirrors the 1:1 ratio used by the court.

Step 2:

1. Determine the additional FTEs necessary to process the increased workload resulting from the addition of a judge.
2. Notes:
 - a. Utilize the PAC framework to determine what tasks are involved and the time required to perform those tasks.
 - b. Based on a study performed by the PIE Committee workgroup in FY 2017-18 related to Service costing, we believe that the bulk of additional work relates to the Case Processing and Revenue and Collection functions/activities/tasks.

	CCOC Needs Based Budget Request	% cost allocation
67 Clerk offices budgeted amounts	\$461,470,000	
Court-Related Services		
Case Processing	\$268,990,863	58.29%
Revenue Collection and Distribution	\$48,223,615	10.45%
Financial Processing	\$25,657,732	5.56%
Request for Records and Reports	\$28,057,376	6.08%
Provide Ministerial Pro-Se Assistance	\$19,058,711	4.13%
Technology Services for External users	\$21,919,825	4.75%
Mandated Reporting Services	\$11,721,338	2.54%
Jury Management	\$8,168,019	1.77%
Administration	\$29,626,374	6.42%

- c. Determine the time spent performing each of the Activities/Tasks related to the Case Processing and Revenue & Collection functions.

Case Processing Activities	Circuit Crim.	Cty Crim.	Circuit Civil	Cty Civil	Probate	Family	Juvenile	Crim. Traffic	Civil Traffic	Avg. Minutes
Create/Maintain	45	30	60	45	60	60	60	30	15	45.00
Create & maintain support / alimony depository record						30				
Prepare for/attend Court										
Process case after court	30	15	30	15	10	30	30	15	5	20.00
Process Re-opened cases	15	15	10	10	10	15	15	15	5	12.22
Determine Indigent Status	15	15	5	5	5	5	15	15	15	10.56
Seal/Expunge	40	30						30	15	28.75
Prepare Record for Appealed /Cases	600	180	840	360	360	840	840	180		
Perform Records Mgt./Retention	10	10	10	5	10	10	15	10	5	9.44
Perform Evidence Mgt./Retention										
								Total min's per case		125.97
								Total Hours per case		2.10
Revenue Collection and Distribution	Circuit Crim.	Cty Crim.	Juvenile	Crim. Traffic	Civil Traffic					Avg. Minutes
Establish and maintain assessment, collection, and distribution schedules										
Assess and Collect, and Distribute Fines, Fees, Court Costs, and Service Charges	3 hours	7.5 hours	1 hour	7.5 hours	7.5 hours					
Establish and ensure compliance with payment plans	20	20		20	20					20.00
Pursue collection of delinquent debts	8	8		8	8					8.00
								Total min's per case		28.00
								Total Hours per case		0.47

3. Determine what the workload impact is based on the number of cases.
 - a. Calculate the average cases per Judge using SRS cases excluding Civil Traffic. The proposed methodology uses a 3-year average. This aligns our data with the Courts usage of SRS data, increasing consistency.
4. Calculate the number of additional FTEs required to support the additional workload.
 - a. Determine the number of average annual hours worked: This calculation is similar to a 2016 NCSC Florida Workload Study ([2016-NCSC-Florida-Workload-Study.pdf](#)).

Total Annual work hours	2,080.0
Average annual holidays	(96.0)
Required paid break annually	(111.5)
Average annual vacation	(160.0)
Available annual work hours	1,712.5

- b. Calculate the required FTEs to support an additional Judge's case load: This calculation is similar to a 2016 NCSC Florida Workload Study ([2016-NCSC-Florida-Workload-Study.pdf](#)).

$$\frac{\text{Cases} \times \text{Case Weights (in minutes)}}{\text{Annual Available Work hours}} = \text{Additional Resources/ FTEs needed}$$

5. Test the methodology – Palm Beach and Orange County's average Judge caseloads are below:

	PBC	Orange
Average # of Cases per Judge	2,192	2,139
Avg Case processing time	2.57	2.57
Total Hours	5,625.12	5,489.11
FTEs Required	3.28	3.21

6. The CCOC Budget Committee will determine the appropriate FTE split in cases where a Circuit Judge is split between multiple counties.
7. The CCOC Budget Committee will determine the costs associated with these additional FTE.

New Judges Funding Workgroup - Proposed Calculation

Circuit	County	Number of Judges	SRS Data - Court Filings (excluding Civil Traffic) (Oct.-Sept.)					Formula Calculated FTE	Additional Admin. FTE	TOTAL FTE NEEDED
			2018-19 Filings	2019-20 Filings	2020-21 Filings	3-Year Avg. Filings	Avg. Caseload per Judge			
1	Escambia	18	33,433	27,429	31,098	30,653.33	1,702.96	2.55	1.00	3.55
1	Okaloosa	9	19,061	17,050	17,790	17,967.00	1,996.33	2.99	1.00	3.99
1	Santa Rosa	6	13,964	11,814	12,810	12,862.67	2,143.78	3.21	1.00	4.21
1	Walton	3	6,388	6,455	6,994	6,612.33	2,204.11	3.30	1.00	4.30
2	Franklin	1.5	1,458	1,513	1,366	1,445.67	963.78	1.44	1.00	2.44
2	Gadsden	1.67	4,479	3,719	3,538	3,912.00	2,342.51	3.51	1.00	4.51
2	Jefferson	1.5	1,186	883	901	990.00	660.00	0.99	1.00	1.99
2	Leon	18.16	25,513	20,534	21,104	22,383.67	1,232.58	1.85	1.00	2.85
2	Liberty	1.67	749	717	630	698.67	418.36	0.63	1.00	1.63
2	Wakulla	1.5	2,707	2,442	2,608	2,585.67	1,723.78	2.58	1.00	3.58
3	Columbia	3.67	7,286	6,441	6,558	6,761.67	1,842.42	2.76	1.00	3.76
3	Dixie	1.33	1,480	1,188	1,378	1,348.67	1,014.04	1.52	1.00	2.52
3	Hamilton	1.83	2,047	1,372	1,169	1,529.33	835.70	1.25	1.00	2.25
3	Lafayette	1	543	439	471	484.33	484.33	0.73	1.00	1.73
3	Madison	1.5	1,758	1,372	1,472	1,534.00	1,022.67	1.53	1.00	2.53
3	Suwannee	2.67	3,995	3,444	3,875	3,771.33	1,412.48	2.12	1.00	3.12
3	Taylor	2	1,937	1,800	2,100	1,945.67	972.83	1.46	1.00	2.46
4	Clay	6	14,037	13,654	13,979	13,890.00	2,315.00	3.47	1.00	4.47
4	Duval	45	110,206	95,074	117,053	107,444.33	2,387.65	3.58	1.00	4.58
4	Nassau	4	7,054	6,440	5,844	6,446.00	1,611.50	2.41	1.00	3.41
5	Citrus	7	10,408	9,534	10,406	10,116.00	1,445.14	2.17	1.00	3.17
5	Hernando	7	17,249	15,832	15,772	16,284.33	2,326.33	3.49	1.00	4.49
5	Lake	12	25,970	23,237	25,796	25,001.00	2,083.42	3.12	1.00	4.12
5	Marion	15	29,982	28,285	29,070	29,112.33	1,940.82	2.91	1.00	3.91
5	Sumter	4	6,604	6,383	6,729	6,572.00	1,643.00	2.46	1.00	3.46
6	Pasco	21	49,015	40,528	42,175	43,906.00	2,090.76	3.13	1.00	4.13
6	Pinellas	48	94,826	79,312	83,086	85,741.33	1,786.28	2.68	1.00	3.68
7	Flagler	4	9,923	9,860	8,422	9,401.67	2,350.42	3.52	1.00	4.52
7	Putnam	4	7,298	6,821	6,778	6,965.67	1,741.42	2.61	1.00	3.61
7	St. Johns	8	15,788	13,876	16,255	15,306.33	1,913.29	2.87	1.00	3.87
7	Volusia	28	63,779	61,533	64,158	63,156.67	2,255.60	3.38	1.00	4.38
8	Alachua	10.84	19,417	16,684	17,683	17,928.00	1,653.87	2.48	1.00	3.48
8	Baker	4	2,550	2,361	2,022	2,311.00	577.75	0.87	1.00	1.87
8	Bradford	2	3,204	2,754	2,666	2,874.67	1,437.33	2.15	1.00	3.15
8	Gilchrist	1.83	1,385	1,276	1,379	1,346.67	735.88	1.10	1.00	2.10

8	Levy	3	4,258	3,482	3,805	3,848.33	1,282.78	1.92	1.00	2.92
8	Union	1.33	944	722	853	839.67	631.33	0.95	1.00	1.95
9	Orange	55	135,095	136,709	162,077	144,627.00	2,629.58	3.94	1.00	4.94
9	Osceola	14	30,272	26,248	28,750	28,423.33	2,030.24	3.04	1.00	4.04
10	Hardee	2.33	2,755	2,262	2,387	2,468.00	1,059.23	1.59	1.00	2.59
10	Highlands	5.33	7,836	6,304	7,056	7,065.33	1,325.58	1.99	1.00	2.99
10	Polk	32.34	67,903	57,804	59,988	61,898.33	1,913.99	2.87	1.00	3.87
11	Miami-Dade	123	297,185	243,959	327,040	289,394.67	2,352.80	3.53	1.00	4.53
12	DeSoto	2	2,963	2,692	2,822	2,825.67	1,412.83	2.12	1.00	3.12
12	Manatee	14	28,392	25,545	28,106	27,347.67	1,953.40	2.93	1.00	3.93
12	Sarasota	16	31,499	27,862	29,570	29,643.67	1,852.73	2.78	1.00	3.78
13	Hillsborough	68	159,910	153,112	211,576	174,866.00	2,571.56	3.85	1.00	4.85
14	Bay	13	30,123	24,748	22,257	25,709.33	1,977.64	2.96	1.00	3.96
14	Calhoun	2	1,110	1,193	1,192	1,165.00	582.50	0.87	1.00	1.87
14	Gulf	1.5	1,655	1,567	1,393	1,538.33	1,025.56	1.54	1.00	2.54
14	Holmes	2	1,903	1,630	1,956	1,829.67	914.83	1.37	1.00	2.37
14	Jackson	2	3,750	3,641	3,407	3,599.33	1,799.67	2.70	1.00	3.70
14	Washington	1.5	2,534	2,024	1,949	2,169.00	1,446.00	2.17	1.00	3.17
15	Palm Beach	54	136,250	111,881	123,012	123,714.33	2,291.01	3.43	1.00	4.43
16	Monroe	8	8,573	7,024	7,986	7,861.00	982.63	1.47	1.00	2.47
17	Broward	90	201,193	190,454	229,374	207,007.00	2,300.08	3.45	1.00	4.45
18	Brevard	27	48,787	45,261	46,381	46,809.67	1,733.69	2.60	1.00	3.60
18	Seminole	16	34,772	31,395	34,668	33,611.67	2,100.73	3.15	1.00	4.15
19	Indian River	6	10,921	9,173	9,537	9,877.00	1,646.17	2.47	1.00	3.47
19	Martin	7	11,863	9,345	9,655	10,287.67	1,469.67	2.20	1.00	3.20
19	Okeechobee	3	4,320	3,651	3,831	3,934.00	1,311.33	1.97	1.00	2.97
19	St. Lucie	13	25,398	22,313	24,507	24,072.67	1,851.74	2.77	1.00	3.77
20	Charlotte	7	15,246	13,877	15,073	14,732.00	2,104.57	3.15	1.00	4.15
20	Collier	14	25,892	23,520	24,705	24,705.67	1,764.69	2.64	1.00	3.64
20	Glades	1.5	1,112	936	992	1,013.33	675.56	1.01	1.00	2.01
20	Hendry	1.5	3,791	3,362	3,415	3,522.67	2,348.44	3.52	1.00	4.52
20	Lee	27	62,810	56,635	61,502	60,315.67	2,233.91	3.35	1.00	4.35
		941	2,017,694	1,792,387	2,075,957	1,962,013				

Avg Case processing time	2.5662037
Annual Avail. Work Hours	1712.5

Notes:

* <https://www.flcourts.org/Publications-Statistics/Statistics/Trial-Court-Statistical-Reference-Guide>

* The CCOC Budget Committee will determine the appropriate FTE split in cases where a Circuit Judge is split between multiple counties

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EXECUTIVE COUNCIL CHAIR

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CCOC
FLORIDA CLERKS OF COURT
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AGENDA ITEM 6

DATE: December 14, 2022
SUBJECT: CCOC Annual Report
COUNCIL ACTION: Approve CCOC Annual Report

OVERVIEW:

Subsection 28.35(2)(h), F.S., requires the CCOC to prepare and submit a report on its operations and activities as well as details on the clerks' budget development process and the end-of-year reconciliation. This report is due by January 1 of each year and is required to be sent to the Governor, the President of the Senate, the Speaker of the House of Representatives, and the chairs of the legislative appropriations committees.

In 2021, s. 28.36(3), F.S., was created to establish a contingency fund for the clerks. This subsection also requires the CCOC to include the balance and use of this reserve fund for each fiscal year as part of this Annual Report. A breakdown of the clerks' reserve fund is now included in the CCOC Annual Report (see page #7).

COUNCIL ACTION: Approve the draft CCOC Annual Report

LEAD STAFF: Griffin Kolchakian, Budget and Communications Director
Rafael Ali-Lozano, Budget Manager

ATTACHMENTS:

1. Draft CCOC Annual Report



ANNUAL REPORT 2022



Florida Clerks of Court Operations Corporation

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MESSAGE FROM THE CCOC CHAIR

The Clerks of Court Operations Corporation (CCOC) presents the County Fiscal Year (CFY) 2021-22 Annual Report. Florida's citizens expect quick and reliable service as they navigate the justice system, dealing with issues relating to public safety, commerce, and access to justice. Activity in the courts continued to increase providing a rise in court funding for the clerks, including pandemic relief funding in the state budget.

Financial Highlights

The state continued to climb out of the global pandemic during CFY 2021-22. The \$465.2 million budget was over \$40 million higher than the prior year's final spending authority (which was greatly impacted by the pandemic), including the \$444.8 million Revenue-Limited Budget. Actual revenues for the year exceeded the Revenue Estimating Conference (REC) estimate by over \$5 million, a great sign for continued growth. As clerks continue to face historical budget shortfalls each year, positive steps have been taken to begin to address the clerks' true budgetary need moving forward.

Operating Highlights

Clerks continue to work with the judiciary and other court partners to provide innovative and effective court processes. These technological solutions provide access to the courts for citizens and timely case dispositions as clerks continue to improve services while protecting our workforce and community.

Looking Ahead

The Clerks would like to thank the members of the Legislature as well as the Governor's Office as the state works with us on a more stable funding model. We have made positive improvements this past session and look forward to continuing those efforts this coming year. Clerks will continue to strive for excellence in every service our offices provide to our communities.

The Legislature is entrusting the CCOC with the task of completing a statewide guardianship database by July 2023. We have been working diligently on this assignment as both the Clerks and the Legislature understand the importance of the guardianship responsibility.



Jeffrey R. Smith, CPA, CGFO, CGMA

Clerk of Circuit Court and Comptroller, Indian River County



Chair, CCOC Executive Council

DRAFT

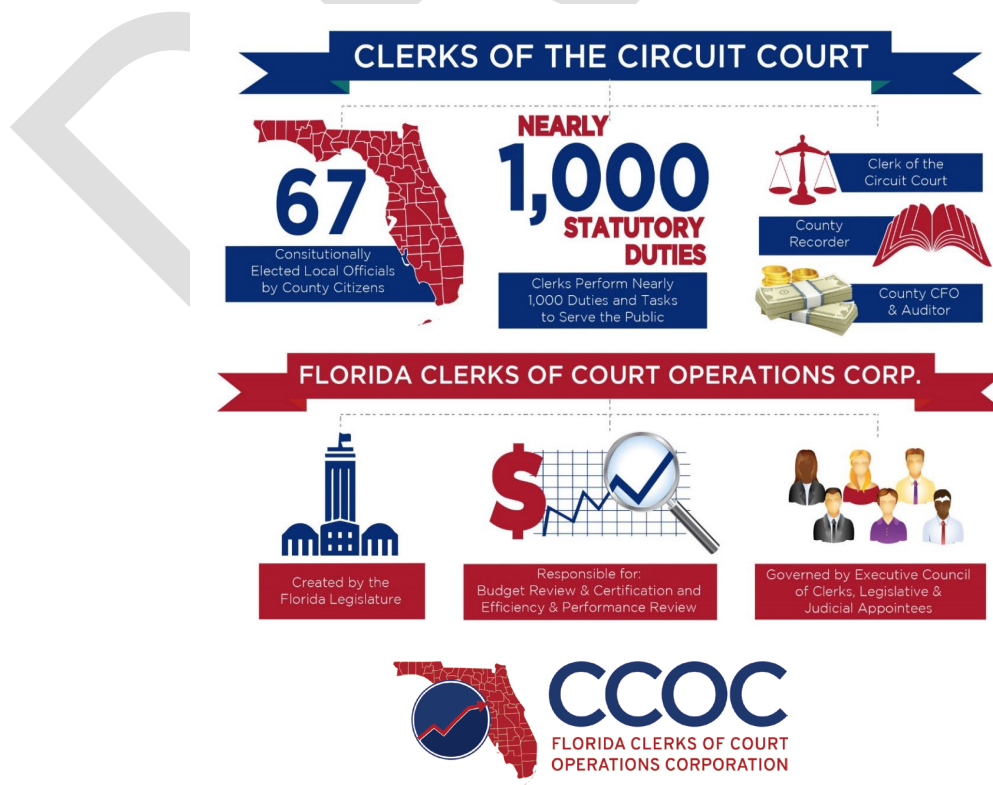
THE CLERKS OF COURT OPERATIONS CORPORATION

Membership and Duties

The Legislature created the Florida Clerks of Court Operations Corporation (CCOC or Corporation) as a public corporation to perform the functions specified in sections 28.35, 28.36, and 28.37, Florida Statutes (F.S.). All 67 clerks of the circuit court are by statute members of the CCOC.

The Corporation members chose eight clerks to represent them based on population groupings. The Chief Justice of the Supreme Court, the Senate President, and the Speaker of the House each appoint one member to the Council as representatives of their organizations. These eleven individuals make up the CCOC Executive Council. Statute and the CCOC Plan of Operations outline the duties of the Council.

CCOC Staff, under the direction of the Executive Director as chosen by the Council, perform the day-to-day administrative, budget, and data-related functions necessary to carry out the Corporation's duties. For more information, visit www.flccoc.org.



Structure

CCOC utilizes workgroups and committees to gather information, make recommendations, and create processes to collect and analyze statutorily required information. Workgroups consist of clerks and staff from multiple clerk offices around the state. Workgroups welcome clerk staff members to take part in any workgroup meeting. Committees are made up of specific clerks as appointed by the Executive Council. Proposals from a workgroup will pass to the relevant committee for discussion and deliberation before passing the recommendation to the Executive Council. The process is open to all. The standing committees active during CFY 2021-22 included:

- Budget Committee
- Performance Improvement and Efficiencies (PIE) Committee
- Legislative Committee

Standing Committees

The Budget Committee reviews, certifies, and approves court-related budgets for all 67 clerks. The Budget Committee also tracks clerk revenues and projections for the Article V Revenue Estimating Conference.

Through the Performance Improvement and Efficiencies (PIE) Committee, the Legislature and CCOC developed a uniform system of performance measures and applicable standards to facilitate an objective determination of each clerk's performance. The performance standards measure fiscal management, operational efficiency, and effective collection of fines, fees, service charges, and court costs. CCOC posts a summary report online and provides it to the Legislature quarterly.

The Legislative Committee monitors legislation that impacts the clerks' court-related operations or funding, completes fiscal analyses of legislative proposals, and responds to the Legislature's requests concerning the budget. The committee also works closely with the Florida Court Clerks & Comptrollers (FCCC), the Legislature, the Governor's Office, and the State Courts.

CFY 2021-22 STATUS UPDATE

As CFY 2021-22 progressed, the state continued to climb out of the COVID-19 global pandemic and its impact. Steady revenues throughout the year led to the actual total amount collected slightly surpassing the initial annual estimate upon which the Budget Committee built the clerks' budget.

New Revenue

Total revenues collected for the year exceeded the Article V Revenue Estimating Conference (REC) \$432.9 million estimate by \$5.4 million, a one percent residual. Civil Traffic revenues collected saw a year-over-year increase of over \$14 million, a substantial driver in the yearly increase. However, Circuit Criminal and County Civil revenues totaled a combined decrease of over \$20 million from the prior fiscal year. The \$432.9 million REC estimate allowed the Budget Committee to increase the clerks' budgets by almost \$35 million over the prior year's final spending authority. It should be noted, however, that the prior year's budget was greatly impacted by the pandemic. The total CFY 2021-22 clerks' court-related budget of \$465.2 million is still about \$7 million less than CFY 2013-14 when the clerks came back out of the State's budget.

Clerks and the CCOC are grateful to the Legislature for their continued partnership and support of the clerks' budgets. Clerks continue to diversify their revenue streams as fines and fees are volatile and vary greatly year to year.

Continued Pandemic Response

As the COVID-19 pandemic continued into this fiscal year, revenues remained stable and similar to pre-pandemic levels. For CFY 2021-22 actual revenues, eight months came in above the REC monthly estimates and eight months also came in higher than the same month in the prior year. In addition, the Legislature generously appropriated the clerks \$6.25 million of nonrecurring General Revenue for the Clerks' Pandemic Recovery Plan. This funding was effective July 1, 2021, and the Legislature earmarked the funding for clerks to help work through the backlog of cases plaguing the court system as a result of the pandemic. CCOC coordinated this recovery initiative with our partners at the State Courts, who also received corresponding funding.

Reserve Fund

In 2021, SB 838 was signed into law to establish a contingency fund for the clerks. The legislation created Subsection 28.36(3), F.S., which requires the CCOC to establish and manage this reserve within the Clerks of the Court Trust Fund. Subsection 28.36(3)(b), F.S., requires the CCOC to include the balance and use of the reserve funds for each fiscal year as part of this Annual Report. To determine how to address the creation of this reserve, the Budget Committee created the Reserve Policy Workgroup, led by Clerk Jeffrey R. Smith, to develop a governing policy.

While building the CFY 2021-22 clerks' budget, the Budget Committee decided to fund the reserve at the statutory threshold of 10% of the cumulative excess which was \$1,218,309. In addition, the committee added an additional \$77,040 to the reserve fund during the budget development process. This brings the reserve fund total as of CFY 2021-22 to \$1,295,349. Funds in reserve were not utilized during CFY 2021-22.

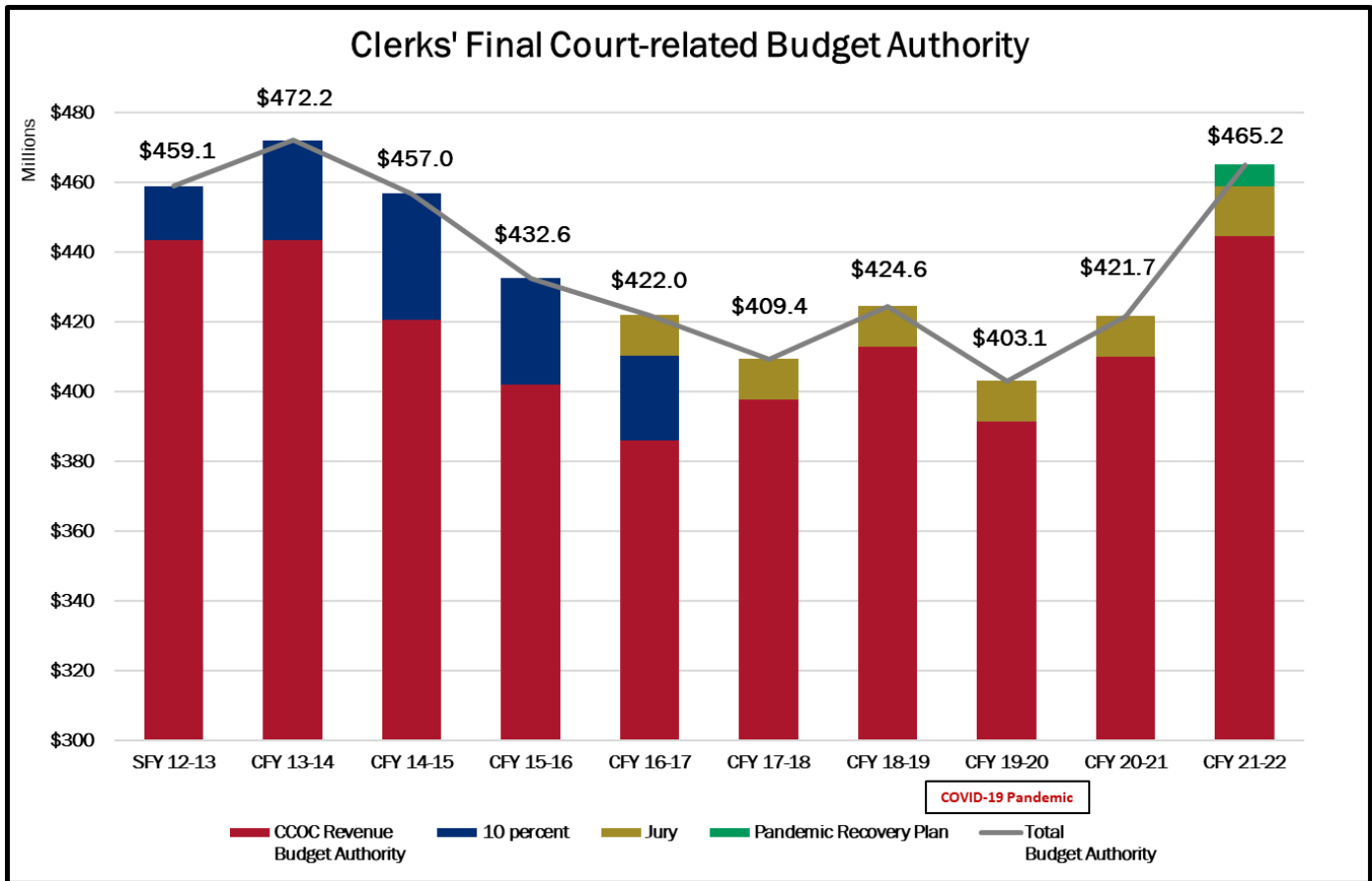
Needs-Based Budget

The Needs-Based Budget is an informational tool that reflects the clerks' true court-related budgetary needs. During the budget development process, the Budget Committee established the clerks' CFY 2021-22 Needs-Based Budget of \$495.2 million. However, due to limited available revenues, this is over \$30 million more than the actual clerks' budget of \$465.2 million. This \$30 million funding shortfall is what the clerks' legislative team is actively working to address with our partners in the Legislature. The Clerks' Pandemic Recovery Plan and carry forward juror funding were important pieces to help close this funding gap and are greatly appreciated.

BUDGET COMMITTEE

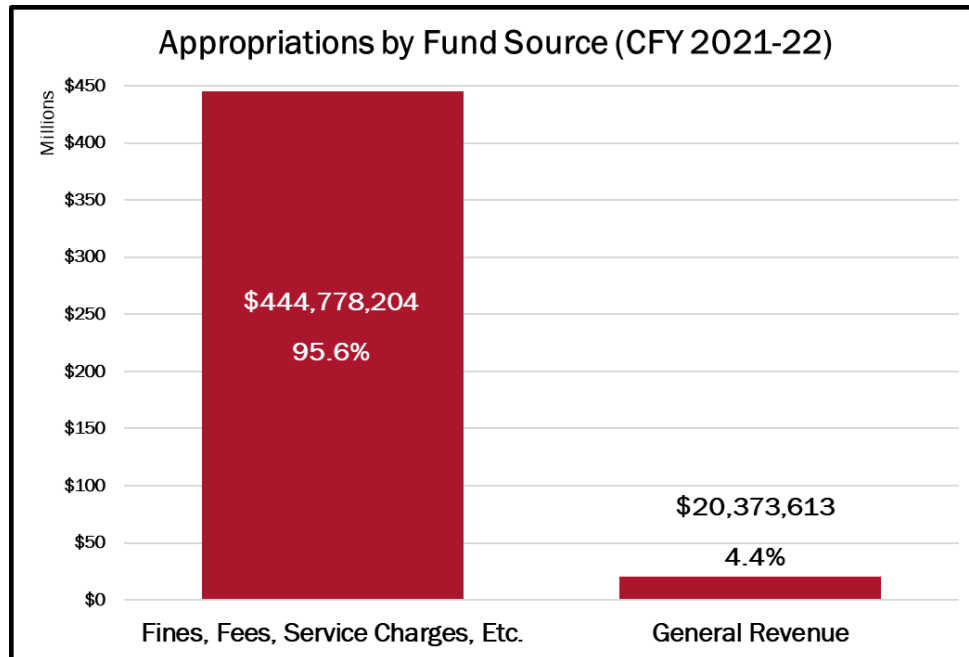
The CCOC Budget Committee reviews submitted budget requests, monitors approved budgets, and analyzes procedures to improve the overall budget process.

The Budget Committee was the most active committee during CFY 2021-22. The committee continued to build upon the budget request process that mirrors the state budgeting process to develop the clerks' CFY 2021-22 court-related budget. The committee used the CFY 2020-21 Revenue-Limited Budget of \$410.0 million as the CFY 2021-22 Base Budget. The committee then added \$8.8 million of approved statewide enhancement issues, considered funding requests submitted by each clerk and added \$11.4 million of these additional funding issues, restored \$2.1 million from a prior year reduction for held harmless counties, and allocated the remaining \$12.5 million using both an across-the-board and weighted cases methodology. During this process, the committee also dedicated an additional \$77,040 to the newly created reserve fund. This brought the final CFY 2021-22 Revenue-Limited Budget to \$444.8 million. In addition to this amount, clerks had \$14.1 million in jury funding and \$6.25 million for the Pandemic Recovery Plan.



CFY 2021-22 Budget Authority

The clerks' total court-related budget authority for CFY 2021-22 was \$465.2 million, over ninety-five percent of which comes from revenue from fines, fees, service charges, and court costs. The clerks' budget authority also included \$20.4 million of General Revenue appropriated by the Legislature, including \$14.1 million for Juror Management and \$6.25 million for the Clerks' Pandemic Recovery Plan.



Revenue Collection

The clerks of court collect revenue for their budgets and many other entities within the justice system as well as other entities unconnected to the judiciary. The REC met in July 2021 to set the projected annual revenues at \$432.9 million. This forecast turned out to be a fairly accurate estimate as actual revenues totaled \$438.3 million, a cumulative excess of \$5.4 million. Fifty percent of this cumulative excess total (\$2.7 million) will be sent to the State's General Revenue Fund.

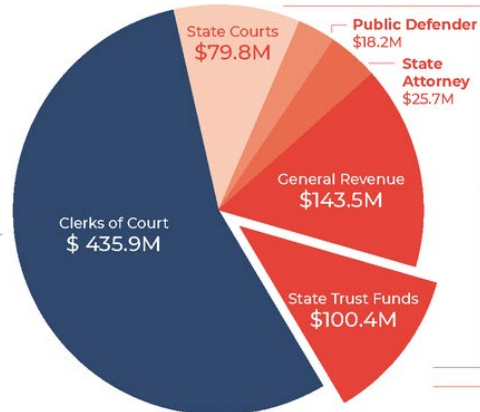
Much like the Department of Revenue, clerks collect money for other entities established by the Legislature. During CFY 2021-22, the clerks collected \$803.5 million, of which \$100.4 million went to state trust funds. Both of these totals are up from the previous year's totals of \$765.6 million collected, of which \$91.9 million went to state trust funds. During CFY 2021-22, revenue collected by the clerks went to 38 different state trust funds.

DURING 2021-22 FISCAL YEAR, 46% OF REVENUES COLLECTED BY CLERKS WERE DISTRIBUTED ELSEWHERE

REVENUES KEPT OR DISTRIBUTED TO CLERK OPERATIONS

In State Fiscal Year 2021-22, Clerks collected \$803.5 million in statutorily mandated fines and fees, of which they only retained \$435.9 million to provide services to the Floridians who depend on the timely resolution of their cases.

54%



REVENUES DISTRIBUTED ELSEWHERE

\$367.6 million out of the \$803.5 million collected by Florida's Clerks of Court were distributed elsewhere.

46%

13%

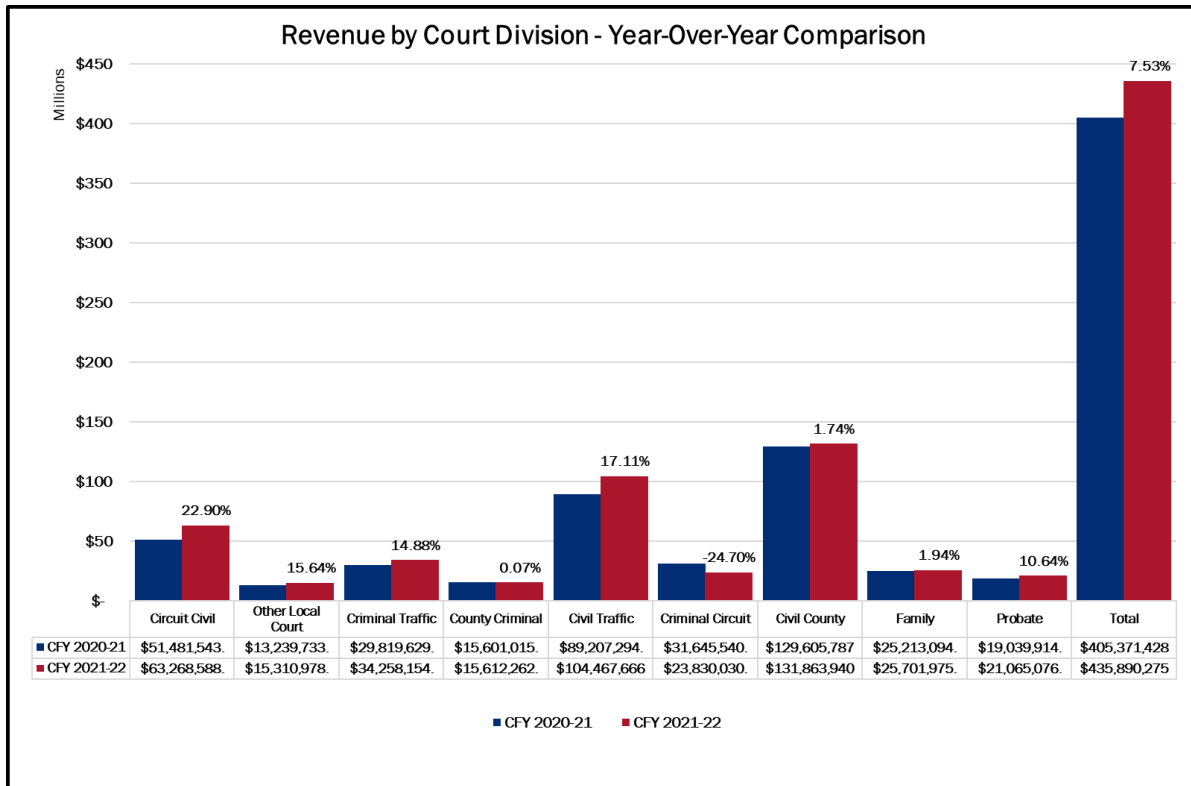
\$100.4 million in revenues collected were distributed to state trust funds.

State Trust Fund	Distribution
Additional Court Costs TF	\$8,494,185
Alcoholic Beverage & Tobacco Refunds	\$2,947
Audit & Warrant Clearing TF	\$24,725
Brain & Spinal Cord Injury Program TF	\$8,440,847
Child Welfare Training TF	\$1,582,906
Court Education TF	\$3,740,946
Crime Stoppers TF	\$3,604,454
Crimes Compensation TF	\$13,455,383
Dept Of Financial Services Admin TF	\$2,001,076
DFS Operating TF	\$114,772
DLA Revolving TF	\$13,491
DOE Grants and Donations TF	\$1,166,744
Domestic Violence TF	\$9,207,560
Emergency Medical Services TF	\$15,740,863
Epilepsy Services TF	\$296,326
FDLE Operating TF	\$1,945,893
FL Coastal Protection TF	\$17,229
Forfeiture And Investigative Support TF	\$117,377
FWC Operating TF	\$54,917
General Inspection TF	\$3,980
Grants & Donations TF	\$377,264
Inland Protection TF	\$764
Insurance Regulatory TF	\$2,535
Internal Improvement TF	\$483
JAC Grants and Donations TF	\$2,495
Juvenile Welfare Training TF	\$1,206,873
Law Enforcement Radio System TF	\$3,957,339
Marine Resources Conservation TF	\$680,948
Motor Vehicle License Clearing TF	\$18,685,772
Nongame Wildlife TF	\$1,267,847
Operations And Maintenance TF	\$232,886
Planning And Evaluation TF	\$114,723
Projects, Contracts & Grants TF	\$94,670
Rape Crisis Program TF	\$2,447,716
Solid Waste Management TF	\$40,132
State Game TF	\$52,723
State Transportation TF	\$2,560
SWP Grants & Donations TF	\$193,178
Total	\$100,447,528

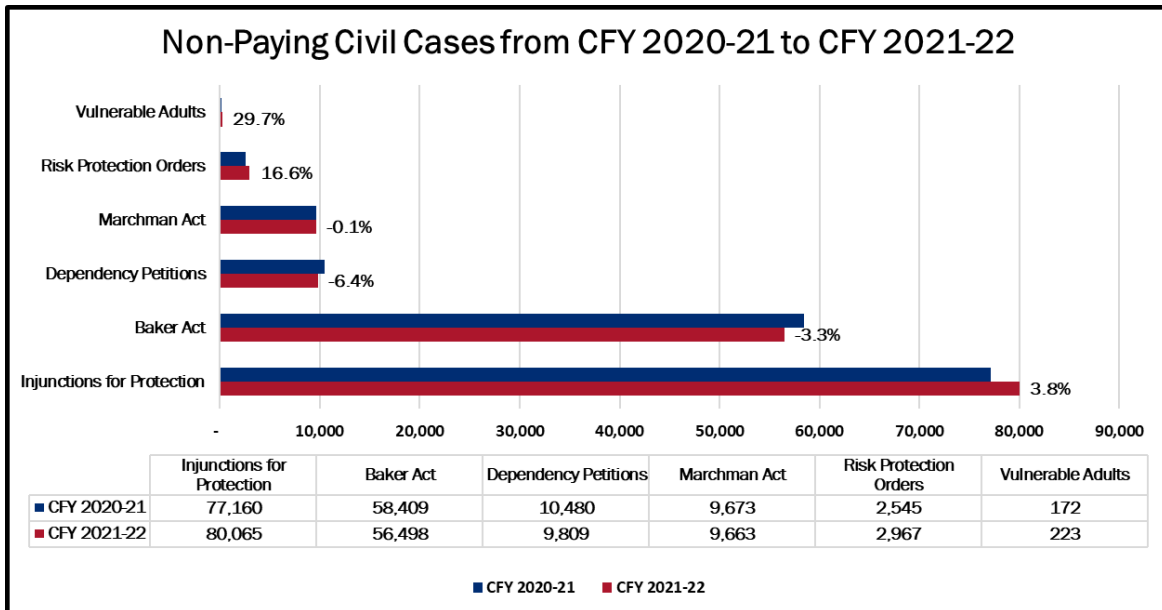
** Data provided by Florida Clerks of Court Operations Corporation (CCOC)

As noted above, the clerks experienced increases in revenues collected. However, these increases were not uniform across the court divisions. The circuit civil court division saw the most significant percentage increase among the court divisions year-over-year. The civil traffic division increased 17 percent and over \$15 million in CFY 2021-22. These two court divisions were the main drivers in the over seven percent year-over-year increase from CFY 2020-21 to 2021-22, totaling \$30.5 million. The only court division that experienced a decrease in revenue collection year-over-year is the circuit criminal court division. This was almost a 25 percent decrease which totaled \$7.8 million for the year.

For the portion of collected revenues that the clerks can retain, the chart below highlights the percentage increase or decrease by court division.



Certain case types that clerks work do not have a fee associated with them. However, these case types serve a vital public policy, and the clerks complete the work with no supporting revenue source to offset the cost. The year-over-year increase in no-fee cases during CFY 2021-22 was 0.5 percent. The no-fee case type Vulnerable Adults had the greatest percentage increase year-over-year at almost 30 percent. Injunctions for protection had the highest case total of 80,065 for the year.



CFY 2022-23 Budget Process

Florida law requires CCOC to approve a balanced budget. For CFY 2022-23, the revenue available includes the \$441 million revenue projection established at the most recent Revenue Estimating Conference (REC), plus the \$1.4 million balance of the clerks' share of the Cumulative Excess funds remaining in the Clerks of the Court Trust Fund after the transfer to General Revenue and the statutorily required amount to the reserve fund, plus the \$9.8 million of Unspent Budgeted Funds carried forward from the previous fiscal year, plus the \$1 million of additional actual Cumulative Excess over the CFY 2020-21 REC estimate. Therefore, the total available budget authority for CFY 2022-23 is \$453.2 million.

To allocate this funding, the Budget Committee established a Base Budget of \$448.3 million, which includes the CFY 2021-22 Revenue-Limited Budget of \$444.8 million and \$3.5 million for the calculated FRS increase. During the budget deliberation process, the Budget Committee considered the funding issues submitted by each clerk. The committee then added \$57,685 for an FTE for the new judge established in Lake County and allocated the remaining \$4.9 million via an across-the-board distribution. This set the approved CFY 2022-23 Revenue-Limited Budget at \$453.2 million.

In addition to this amount, the clerks were also appropriated \$20.2 million in State General Revenue, including \$14 million for jury management reimbursement funding and \$6.25 million for

year two of the Clerks' Pandemic Recovery Plan. Therefore, the clerks total CFY 2022-23 court-related budget is \$473.4 million.

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PERFORMANCE IMPROVEMENT AND EFFICIENCIES COMMITTEE

The Performance, Improvement, and Efficiencies (PIE) Committee aims to review and recommend performance measure changes and reporting needs for the CCOC.

The Role of the PIE Committee

The PIE Committee has three critical purposes:

"P" – Performance: Florida Statutes require the CCOC to develop a statewide set of performance measures. The current performance measures include standards in four categories:

- Revenue collections
- Timeliness of cases filed and docketed
- Timeliness of juror payments
- Fiscal management

The PIE Committee created the Future and Wholistic Review Workgroup to review all CCOC performance measures and standards. No recommendations have been made by this workgroup and no changes made to current CCOC Performance Measures or Standards for CFY 2021-22.

"I" – Improvement: This function includes follow-up on the clerks' current action plans when clerks fail to meet the performance measures and determine whether the steps taken will improve future performance. The CCOC also develops Business Rules to ensure consistency in recording performance and output data.

1. Revised Indigency Business Rules (Approved by the Executive Council on August 8, 2022) – **Effective October 1, 2022 for CFY 2022-23.**
 - a. Changes made to incorporate the reference to collecting juvenile dependency data, which clerks began submitting at the start of CFY 2019-20.
 - b. Changes made to incorporate non-substantive formatting and grammatical changes.
 - c. The revised version of the Indigency Business Rules can be found on the CCOC website: <https://flccoc.org/clerks-budget/forms/#business-rules>.
2. Revised the New Case Counting Business Rules (Approved by the Executive Council on August 8, 2022) – **Effective October 1, 2022 for CFY 2022-23.** Highlighted changes include:



General

- For consistency among the court types, the “Do NOT Include” sections have been moved from General Reporting Rules to Counting Cases.

Circuit Criminal

- The option to report Capital Murder, Non-Capital Murder, and Sexual Offenses subcase categories separately from All Other Felonies has been eliminated. Accordingly, the All Other Felonies subcase type has been renamed Felony Cases.
- The rules for Appeal (AP) cases have been updated to incorporate the change in the jurisdiction of appeals of county court decisions to district rather than circuit courts, pursuant to Ch. 2020-61, Laws of Florida.

County Criminal

- Clarifies that cases transferred to County Criminal from Circuit Criminal, based on downgraded charges, are not to be included if the case was sentenced in Circuit Court and is only being transferred to County Court for supervision.

Circuit and County Criminal

- Clarification added that arrests on Civil or Family pick up orders should not be counted as a new criminal case.

Circuit Civil

- The rules for Appeal (AP) cases have been updated to incorporate the change in the jurisdiction of appeals of county court decisions to district rather than circuit courts, pursuant to Ch. 2020-61, Laws of Florida.
- The Out of State Commission for Foreign Subpoenas subcase type has been removed from reporting.

County Civil

- The subcase types have been updated to reflect the current jurisdictional ranges, including the addition of a new subcase type to capture the increase to \$50,000 effective January 1, 2023.
- The Registry Deposits Without an Underlying Case subcase type has been removed from reporting.

Family Law

- The definition of the UIFSA IV-D/UIFSA NON-IV-D subcase type was clarified to make clear that those cases which only count as Reopens for SRS are not to be reported in this section.
- The descriptions for the Non-SRS subcase types, found in section 2.b., were expanded for clarity. Item 2.b.v. was removed. The Appendix was updated accordingly.

The revised version of the New Case Counting Business Rules can be found on the CCOC website: <https://flccoc.org/clerks-budget/forms/#business-rules>.

Along with Business Rules, the CCOC has developed case weights that demonstrate the workload for each case type. Cases are weighted between 1 and 10, with 10 being the greatest workload. Guardianship cases are weighted a 10 while Wills on Deposit are examples of cases weighted a 1.

1. Revised Case Weights (Approved by the Executive Council on August 8, 2022) – **Effective October 1, 2022 for CFY 2022-23.**

- a. Due to legislative action, the subcase type “Civil (\$30,001 - \$50,000) (SRS)” was added under County Civil (see the Outputs form). This subcase type requires a case weight. **The PIE Committee recommended a weight of 5 for “Civil (\$30,001 - \$50,000) (SRS)” which was adopted by the Executive Council.**

"E" – Efficiencies: This function of the PIE Committee includes identifying best practices for court-related services and developing effective means to communicate, educate, and share these practices among the clerks' offices.

During the 2021 Legislative Session, the clerks requested, the Legislature passed, and the Governor approved the clerks' plan to create a uniform statewide payment plan form. The legislation required the CCOC to create the payment plan form by October 1, 2021, and all clerks to begin using it by January 1, 2022. Subsections (2) and (3) of s. 28.42, F.S., were created to read:

28.42 Manual of filing fees, charges, costs, and fines; payment plan form.—

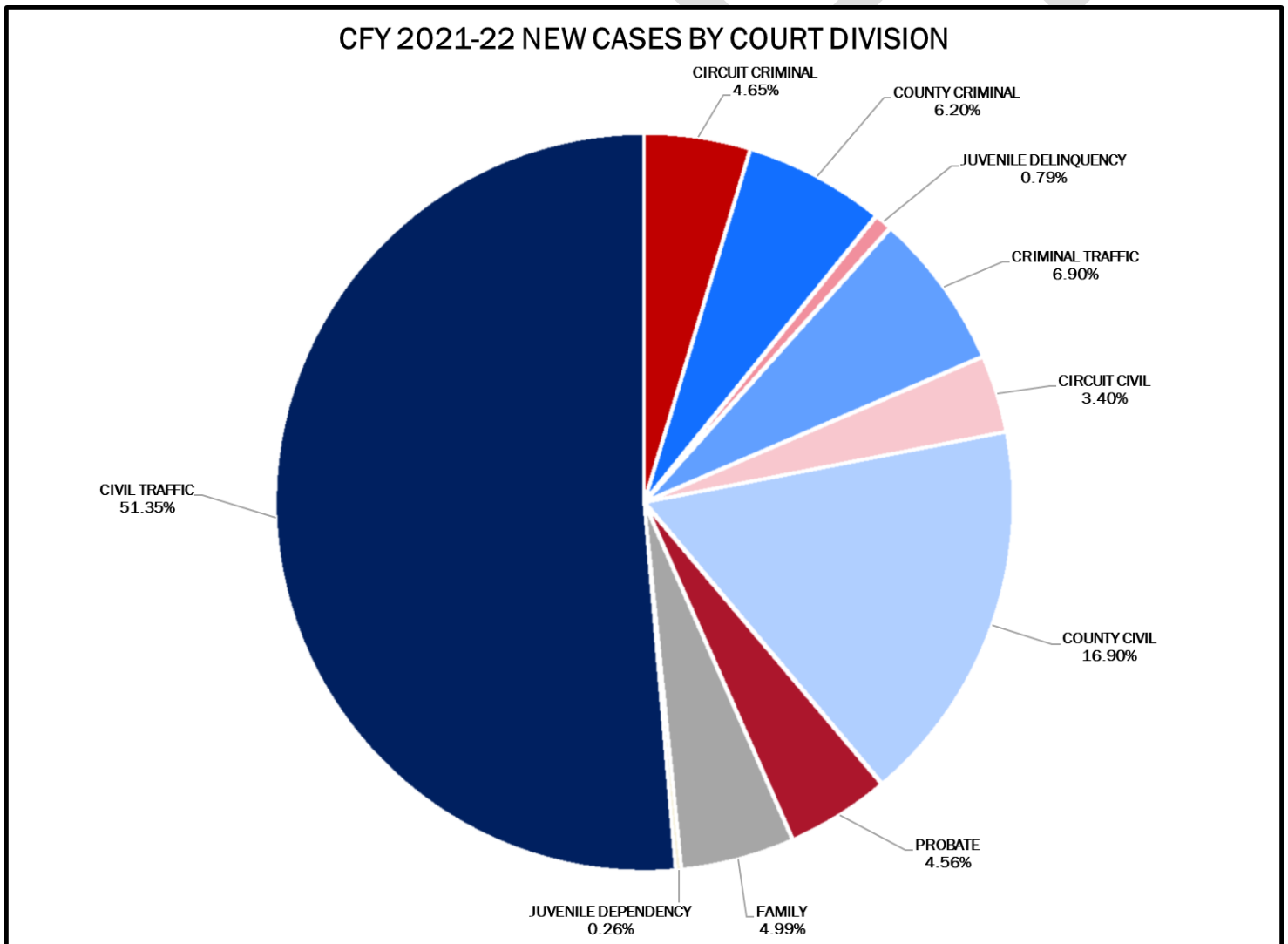
(2) By October 1, 2021, the clerks of court, through the Florida Clerks of Court Operations Corporation, shall develop a uniform payment plan form for use by persons seeking to establish a payment plan in accordance with s. 28.246(4). The form must inform the person of the minimum payment due each month, the term of the plan, acceptable payment methods, and the circumstances under which a case may be sent to collections for nonpayment.

(3) By January 1, 2022, each clerk of court shall use the uniform payment plan form developed pursuant to subsection (2) when establishing payment plans.

The CCOC developed a workgroup to review payment plan forms from counties across the state to incorporate as many elements as possible. After the original form was developed, it was modified to grant authority for counties to make changes that reflect services available in their offices. A second, simplified version of the form was also adopted to allow clerks to have maximum flexibility in their offices. The forms can be found on the CCOC website: <https://flccoc.org/other-information/#upp>.

New Cases

The PIE Committee continues to collect case data which is used in a variety of ways. The Legislative Committee uses case data to analyze the workload or fiscal impact of bills during session. The PIE Committee uses case data to analyze trends in the judiciary. The Budget Committee uses case data to apply to the weighted workload measurement and determines how to apply that data budgetarily. CCOC shares its case data with outside entities such as the Revenue Estimating Conference and the Office of the State Courts Administrator for making projection trends for new revenue. Finally, case data is available to the public interested in the services clerks provide. Individuals, advocacy organizations, and media outlets request information regarding the clerks' case data as well. The pie chart below shows the new cases for CFY 2021-22.



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ANNUAL REINSTATEMENT DAYS PROGRAM

Clerks of court have a statutory duty to ensure compliance with court orders, including payment of fines and fees, on behalf of the state. Consequences to individuals for not complying with court orders can be significant, including license suspension. It is essential to note that clerks only start the suspension process when an individual takes no action to comply with the court's order. Clerks take payment plans on most case types and work with individuals to maintain their licenses. However, if a person fails to pay, one of the tools in the clerk's tool belt to ensure compliance is the suspension of a person's driver's license.

Operation Green Light



In 2019, to reduce the number of Floridians with suspended licenses, the Legislature created an Annual Reinstatement Days Program. The CCOC partners with the Florida Court Clerks & Comptrollers (FCCC) to publicize the events that are held statewide. This program is open to individuals who lost their driver license due to:

- Driving without a valid driver license;
- Driving with a suspended driver license;
- Failing to make a payment on penalties in collection;
- Failing to appear in court for a traffic violation; or
- Failing to comply with any provision of Chapter 318 or 322, F.S.

In CFY 2021-22, events were held in October 2021 (one county), February 2022 (two counties), March 2022 (34 counties), April 2022 (22 counties) and May 2022 (one county).

Mandatory Reporting

As required in s. 322.75, F.S., clerks that participated in the Driver License Reinstatement Days reported the following information from their events to the CCOC.

PROGRAM PERFORMANCE (ss. 322.75(7), F.S.)	
1. Number of Cases Paid in Full	9,590
2. Number of Cases Placed on a Payment Plan	18,769
3. Number of Cases Given Community Service	17
4. Number of Cases Pulled from Collection Agency	19,617
5. Number of DL Reinstatements	1,324
6. Number of DL Reinstatements Made Eligible	10,425
7. Number of Cases Failing to Comply ¹	0

The CCOC developed guidelines for how to count and report cases that failed to comply which was adopted by the PIE Committee on February 5, 2020. Cases placed on a payment plan are tracked for a 12-month period starting with the date of the event. For events held in October 2021, the cases were tracked until October 2022. The information related to the cases that failed to comply with the terms of their payment plan (program performance #7 above) was updated and sent to the CCOC. That revised amount is reflected in the amount reported. For events held in 2022, the cases that failed to comply will be updated in 2023.

¹ Not all failures have been reported at this time.

LEGISLATIVE COMMITTEE

The Legislative Committee aims to review legislative priorities, committee hearings, bills, etc., as they relate to clerk and CCOC activities.

Role of the Legislative Committee

The Legislative Committee's goal is to increase visibility, improve communication, and build stronger partnerships between the legislature's members and staff. The Legislative Committee accomplishes this mission through communication, legislative analyses, and strategic coordination with the Florida Court Clerks & Comptrollers (FCCC).

Legislation Impacting the Clerks

The 2022 Legislative Session was another banner year for clerks. It is common for new legislative proposals to take two or three years to pass the Legislature. Educating staff and members is a lengthy process, especially for matters as complex as the clerks' issues. However, the clerks' legislative priorities passed on their first attempt in 2022 which continues building the foundation for clerks to solve the yearly funding dilemma.

At Your Service Next Steps 2022 Clerk Legislative Priorities

The Corporation actively supported SB 552 by Senator Boyd and HB 397 by Representative Clemons. The bill changes laws affecting the clerks of court by:

- Modifying the standard terms of a payment plan for an individual who owes money to a clerk to establish a \$25 minimum monthly payment and to limit the down payment to the lesser of 10 percent of the amount owed or \$100.
- Directing the Clerks of Court Operations Corporation to ask the Legislature for increased funding related to increases in trial court judicial positions.
- Allowing the clerks to review property records to verify an application for civil indigent status.
- Allowing the clerks of court to ask for Legislative funding for filings related to mental health and substance abuse that the clerks must currently file at no charge.
- Requiring the Department of Highway Safety and Motor Vehicles to coordinate with the clerks of court on a system for reinstatement of driver licenses upon payment of court-related obligations.

Additionally, CCOC and FCCC supported HB 1349 by Representative Cheaney and SB 1710 by Senator Bradley relating to Guardianship Data Transparency. The bill requires CCOC to create a guardianship database for use in judicial guardianship proceedings. The database must be interoperable with individual courts' computer systems and be operational on or after July 1, 2023. The bill authorizes only members of the judiciary, their staff, and court personnel and clerks of court personnel authorized by a judge, to access the database.

The bill requires the CCOC to upload certain professional guardian information from the database to a publicly accessible webpage. Personal identifying information of wards may not be posted to the webpage. The webpage must also contain monthly reports of deidentified, aggregate statistical data generated by the CCOC. The bill also requires the Office of Program Policy Analysis and Government Accountability to report annually on trends in guardianships in this state and conduct a comparative analysis of guardianship laws in other states during Fiscal Years 2024-2027.

Finally, the bill requires the Office of Public and Professional Guardians, within the Department of Elder Affairs, to publish professional guardian registration profiles online on or before July 1, 2023. The profiles must be publicly accessible and searchable. The Legislature appropriated \$2.4 million in nonrecurring funds to CCOC for the Guardianship Data Transparency project.

Budget Items Impacting the Clerks

In addition to the success of the legislative priorities, clerks had several budget priorities. CCOC and FCCC successfully advocated for:

- \$6.25 million nonrecurring General Revenue for temporary staffing to help with backlogged cases
- \$14.0 million for juror management expenses
 - Legislature provided \$2.3 million additional funding for SFY 2022-23
 - No cuts to the recurring \$11.7 million
- No new statewide initiatives with a significant fiscal impact
- No reduction in revenue funding sources

The \$8.55 million of nonrecurring General Revenue funding will help the clerks get through the backlog of cases built up during the closure of the courts. Additionally, the clerks produced



cumulative excess of over \$5.4 million, half of which was available for the development of the CFY 2022-23 budget, due to the successful advocacy to retain the cumulative excess for future years.

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CFY 2021-22 BUDGET AUTHORITY AND EXPENDITURES

County	CFY 2021-22 Court-Related Budget Authority	CFY 2021-22 Court-Related Expenditures
Alachua	\$5,388,520	\$5,259,694
Baker	\$663,029	\$615,985
Bay	\$3,437,112	\$3,437,112
Bradford	\$680,789	\$680,789
Brevard	\$10,485,055	\$10,485,055
Broward	\$35,887,933	\$35,451,997
Calhoun	\$423,037	\$400,140
Charlotte	\$3,263,255	\$3,263,255
Citrus	\$2,712,182	\$2,712,182
Clay	\$3,368,613	\$3,368,613
Collier	\$5,958,891	\$5,765,725
Columbia	\$1,431,276	\$1,273,924
DeSoto	\$762,973	\$762,885
Dixie	\$460,671	\$85,025
Duval	\$17,962,793	\$17,960,652
Escambia	\$6,399,841	\$5,820,015
Flagler	\$1,680,006	\$1,565,030
Franklin	\$620,259	\$620,259
Gadsden	\$1,230,451	\$1,227,952
Gilchrist	\$512,702	\$464,534
Glades	\$498,452	\$457,716
Gulf	\$460,067	\$437,541
Hamilton	\$496,714	\$496,654
Hardee	\$852,932	\$735,106
Hendry	\$1,197,173	\$1,136,332
Hernando	\$3,138,208	\$2,675,128
Highlands	\$1,823,314	\$1,823,313
Hillsborough	\$27,528,201	\$27,528,201
Holmes	\$552,802	\$530,862
Indian River	\$2,754,925	\$2,747,345
Jackson	\$1,040,209	\$871,748
Jefferson	\$466,416	\$440,318
Lafayette	\$292,156	\$292,156
Lake	\$5,662,266	\$5,161,561

County	CFY 2021-22 Court-Related Budget Authority	CFY 2021-22 Court-Related Expenditures
Lee	\$10,708,892	\$10,708,892
Leon	\$5,464,578	\$5,178,197
Levy	\$1,017,692	\$929,513
Liberty	\$288,357	\$288,357
Madison	\$524,791	\$524,791
Manatee	\$5,474,546	\$5,012,666
Marion	\$6,068,963	\$5,553,194
Martin	\$3,270,896	\$3,222,056
Miami-Dade	\$65,681,042	\$65,681,042
Monroe	\$3,209,897	\$3,348,319
Nassau	\$1,439,667	\$1,290,509
Okaloosa	\$3,358,182	\$3,358,182
Okeechobee	\$1,195,690	\$1,060,170
Orange	\$26,657,769	\$26,657,769
Osceola	\$6,760,921	\$6,119,644
Palm Beach	\$28,065,385	\$27,597,617
Pasco	\$10,766,297	\$9,692,148
Pinellas	\$21,039,506	\$21,039,506
Polk	\$11,472,659	\$10,873,803
Putnam	\$1,995,899	\$1,967,523
Saint Johns	\$3,256,170	\$3,256,170
Saint Lucie	\$6,162,040	\$5,837,218
Santa Rosa	\$2,904,913	\$2,904,913
Sarasota	\$7,549,352	\$6,797,572
Seminole	\$8,135,019	\$8,135,019
Sumter	\$1,725,333	\$1,717,676
Suwannee	\$1,088,604	\$1,088,604
Taylor	\$525,751	\$524,003
Union	\$457,872	\$387,826
Volusia	\$10,757,055	\$9,755,969
Wakulla	\$644,175	\$644,175
Walton	\$1,497,855	\$1,497,855
Washington	\$741,009	\$687,585
TOTAL	\$410,000,000	\$399,893,285

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CCOC EXECUTIVE COUNCIL

The CCOC Executive Council is composed of eight clerks of the court elected by their fellow clerks for a term of two years and representatives from the House, Senate, and Judicial branches as ex officio members. At a minimum, the Council meets quarterly to discuss and make decisions regarding CCOC business and budgetary matters.

The Chair of the Executive Council establishes each CCOC Committee's Chair described in the Plan



of Operation.

[Honorable Jeffrey R. Smith, CPA, CGFO, CGMA](#)

Chair

Indian River County
Clerk & Comptroller



[Honorable Tiffany Moore Russell, Esq.](#)

Vice-Chair
Orange County Clerk



Nassau County Clerk &
Comptroller

[Honorable Laura E. Roth, Esq.](#)

Secretary/Treasurer
Volusia County Clerk



[Honorable Stacy Butterfield, CPA](#)
Polk County Clerk &
Comptroller



[Honorable John Crawford](#)



Honorable Todd Newton
Gilchrist County Clerk &
Comptroller

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Honorable JD Peacock, II
Okaloosa County Clerk &
Comptroller



Honorable
Ronald Ficarrotta
13th Judicial Circuit
Judge
Chief Justice of the
Supreme Court
Appointee



Honorable Harvey Ruvin,
Esq.
Miami-Dade County
Clerk



Honorable Ken Burke,
CPA
Pinellas County Clerk &
Comptroller
Florida House of
Representatives
Appointee



Honorable Nikki Alvarez-
Sowles, Esq.
Pasco County Clerk &
Comptroller
Florida Senate
Appointee