



EXECUTIVE COMMITTEE MEETING

February 13, 2023



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 COMMITTEE MEETING

February 13, 2023

Meeting: 1:00 PM – 2:00 PM

WebEx Link: <https://flccoc.webex.com/flccoc/j.php?MTID=m1729173614bf537d431049f1f190eb43>

Meeting Code: 2315 845 6301, **Password:** CCOC

Conference Call: 1-415-655-0001, **Access Code:** 2315 845 6301

Call to Order Hon. Jeffrey R. Smith

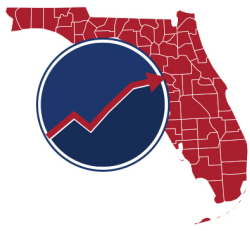
Roll Call Hon. Laura E. Roth

- 1) Introduction and Agenda Approval Hon. Jeffrey R. Smith
- 2) Update on Process for Hiring CCOC General Counsel* Jason L. Welty
- 3) Contract from JAC to Fund CCOC Guardianship Project** Hon. Ken Burke
- 4) Other Business Hon. Jeffrey R. Smith

* The Executive Council at their 12/14/22 Meeting directed the Executive Committee and at-large Council member Clerk Burke to work with CCOC staff on selecting a General Counsel.

** If the contract is ready for review and approval it will be provided to the Executive Committee.

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.



CCOC

FLORIDA CLERKS OF COURT
OPERATIONS CORPORATION

JD Peacock, II
OKALOOSA COUNTY
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ANGELINA "ANGEL"
COLONNESO, ESQ.
MANATEE COUNTY
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VACANT
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AGENDA ITEM 2

DATE: February 13, 2023
SUBJECT: Update on Process for Hiring CCOC General Counsel
COMMITTEE ACTION: Discuss and Provide a Recommendation to the Executive Council

OVERVIEW:

CCOC has a vision for the General Counsel to be an engaged partner and participant in the important work the Legislature established when they created the Corporation. Our current General Counsel has given notice due to health issues and has informed the Council that he will be stepping down as soon as a replacement is found.

The CCOC General Counsel's responsibilities have included writing opinions about clerk fees, budget authority, and Sunshine Laws. The position is important as CCOC continues to provide the budget, training, and monitoring of performance standards for all clerks. As per Florida law, there is no requirement for the CCOC to bid out or seek proposals from a minimum number of vendors. However, before reaching out to potential attorneys, CCOC developed a description of the organization's expectations of a General Counsel. This description was sent to the Executive Committee and Clerk Burke on February 1, 2022, and is attached to this memo.

Based on recommendations, CCOC staff contacted a potential candidate for the General Counsel role, attorney Rob Bradley from Bradley, Garrison, and Komando, P.A. The CCOC Executive Director and Deputy Executive Director spoke with Mr. Bradley on Monday, February 6th, to gauge his interest, discuss his experience, and evaluate his ability to perform the role.

Mr. Bradley has experience in providing statutory interpretations for government organizations, having worked with cities, counties, and other special districts; understanding the Sunshine Laws and the legislative process; can fulfill all the expectations of a General Counsel for CCOC. Additionally, Mr. Bradley confirmed that he and his firm would be available if offered the position.

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AGENDA ITEM 2 - UPDATE ON PROCESS FOR HIRING CCOC GENERAL COUNSEL

In light of the above, the CCOC leadership team presents the following options for the Committee's consideration:

1. Approve negotiating with Rob Bradley for a contract to serve as General Counsel, with the contract being provided to the Executive Council for review and approval at the next meeting.
2. Approve the CCOC staff to explore additional options for a General Counsel candidate while still considering Mr. Bradley.
3. Other

COMMITTEE ACTION: Discuss and Provide a Recommendation to the Executive Council

LEAD STAFF: John Dew, CCOC Executive Director
Jason L. Welty, CCOC Deputy Executive Director

ATTACHMENTS:

- 1) General Counsel Requirements memo

Florida Clerks of Court Operations Corporation (CCOC)

A General Counsel for any organization must protect its members and staff from potential lawsuit liabilities, provide guidance to ensure the organization is following laws, rules, and regulations, and resolve legal issues or questions as they arise.

The CCOC General Counsel's responsibilities have included writing opinions about clerk fees, budget authority, and Sunshine Laws. In recent years, CCOC has had a low need for General Counsel opinions or guidance due to the good legal direction provided since its formation, the knowledge of long-term staff and clerks, and the organization's acceptance by clerks and the Legislature. The current budget for the General Counsel is \$74,000, but last year CCOC spent less than \$5,000. However, as CCOC takes on new responsibilities from the Legislature, such as the Guardianship Transparency project, the need for competent and reliable counsel is paramount.

As a legislatively created political subdivision of the state but not a state agency, CCOC is a niche entity within state government. As such, CCOC is looking for a General Counsel with expertise in several areas. The CCOC General Counsel should be able to interpret, analyze, and provide guidance on state statutes. While the previous General Counsel answered many of the statutory questions during the formative years of CCOC, as laws change and institutional knowledge wanes, questions remain regarding legislative intent and proper execution of public policy. Since the clerks are locally elected constitutional officers, the General Counsel should also know how county ordinances interplay with state statutes. A General Counsel with knowledge of the role of clerks, their budgets, and their interactions with the judiciary and the state is also important.

In addition to being able to interpret and provide guidance on state law, the CCOC General Counsel should have expertise in procurement and contracting law. The General Counsel should be able to help CCOC draft and review contracts, negotiate with contractors, and advocate for CCOC's interests in disputes. This expertise is also important to avoid any potential legal issues that may arise and to avoid any potential legal liabilities.

As a political subdivision of the state, CCOC observes the requirements of Florida's Sunshine Laws. However, even with the available resources about the Sunshine Laws, questions about their applicability arise. The CCOC General Counsel should be knowledgeable and be able to interpret the Sunshine Laws and their relevance to the CCOC Executive Council and committees.

Finally, CCOC desires a General Counsel to provide a legal review of legislative analyses requested by the Legislature. These analyses form the basis of the review by the committees of the Legislature and can form the legislative intent when disputes arise. A General Counsel who can quickly review analysis for legal concerns is important before providing information to the Legislature. The General Counsel should also be able to help draft amendatory language to help protect the clerks if there are potential fiscal impacts on the clerks' operations.



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AGENDA ITEM 3

DATE: February 13, 2023

SUBJECT: JAC Grant-in-Aid Agreement for Guardianship Project Funding

COMMITTEE ACTION: Approve Grant-in-Aid Agreement

OVERVIEW:

The funding appropriated for the purposes of implementing Ch. 2022-218, s. 3, Laws of Fla. requires the CCOC to enter a “Grant-in-Aid” agreement with the Justice Administrative Commission (JAC). The Legislature provided \$2.4 million for state fiscal year for the CCOC to develop a Guardianship Database. The process for receiving the dollars has the JAC establishing a Grant-in-Aid agreement to be signed by the CCOC in order for our office to receive the funds. The process of negotiating a draft agreement started in earnest after the Executive Council approved CCOC hiring the vendor Cloud Navigator, Inc. on January 20th. After negotiations between the JAC and CCOC staff, which included numerous revisions, we have a draft ready for submittal to the CCOC for approval.

Because we already have received an invoice from Cloud Navigator for payment of their first delivery, we ask that the Executive Committee approve the attached agreement so we can receive dollars and make that payment. At the February 21 Executive Council meeting this decision will be provided to the Council.

COMMITTEE ACTION OPTIONS:

1. Approve the Grant-in-Aid agreement with JAC.
2. Review the Grant-in-Aid agreement and suggest revisions.
3. Other

COUNCIL LEAD: Honorable Ken Burke

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

ATTACHMENT: Draft Grant-in-Aid Agreement

Grant-in-Aid Agreement
Florida Clerks of Court Operations Corporation

FLAIR Contract ID: JCOC1

Vendor ID: F201257136

This Fiscal Year 2022-23 Grant-in-Aid Agreement (Agreement) is made between the **Justice Administrative Commission (JAC)** and the **Florida Clerks of Court Operations Corporation (CCOC)** for purposes of implementing Ch. 2022-218, s. 3, Laws of Fla., related to the funding of the Guardian Transparency Act for the 2022-23 fiscal year.

The parties agree that:

- A. The JAC will pay the CCOC up to \$2,400,000 pursuant to Ch. 2022-218, s. 3, Laws of Fla., to establish a statewide database of Guardian and Guardianship case information (Guardianship Database) to facilitate improving court oversight of Guardianship cases as outlined in Exhibit 1. The database must meet interoperability standards defined by the Florida Courts Technology Commission so that each circuit court can easily access the information for regular use in judicial proceedings under this chapter. The database must include, at a minimum, the following:
 - 1. The registration status of each professional Guardian;
 - 2. The substantiated disciplinary history of each professional Guardian;
 - 3. The status of each Guardian's compliance with the statutory qualifications for Guardianship under s. 744.2003, F.S., or s. 744.3145, F.S.; and
 - 4. The status of statutorily required reports and submissions under chapter 744, F.S.
- B. As a condition of receiving grant funds, the CCOC shall comply with all applicable Florida Statutes (F.S.).
- C. The CCOC will not use grant funds for any lobbying purposes. The CCOC shall comply with ss. 11.062 and 216.347, F.S. The CCOC shall not, in connection with this or any other agreement with the State, directly or indirectly:
 - 1. Offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or

2. Offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of this clause, "gratuity" means any payment of more than the nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- D. Upon request of the JAC, or other authorized State official, the CCOC shall provide any type of information the JAC, or other authorized State official, deems relevant to the CCOC's integrity or responsibility. Such information may include, but shall not be limited to, the CCOC's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement.
 - E. The CCOC shall retain such records related to this Agreement for the longer of (1) five years after the expiration of this Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <https://www.dos.myflorida.com/library-archives/records-management/general-records-schedules/>).
 - F. The CCOC agrees to reimburse the State for the reasonable costs of investigation incurred by the JAC or other authorized State official for investigations of the CCOC's compliance with the terms of this or any other agreement between the CCOC and the State which results in the suspension or debarment of the CCOC. Such costs shall include, but are not limited to: salaries of JAC staff, including overtime; travel and lodging expenses; and expert witness and documentary fees. The CCOC shall not be responsible for any cost of investigations that do not result in the CCOC's suspension or debarment.
 - G. The CCOC, as "Recipient" of state funds, will comply with the Florida Single Audit Act, s. 215.97, F.S., as follows:
 1. SINGLE AUDIT: In the event that the CCOC expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year, the CCOC must have a State single or project-specific audit for such fiscal year in accordance with s. 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapter 10.650, Rules of the Auditor General. Chapter 2022-218 s. 3, Laws of Fla., indicates state financial assistance is appropriated from the General Revenue Fund to JAC for distribution to the CCOC for the purpose of implementing Ch. 2022-218, Laws of Fla., for the 2022-23 fiscal year.

If a single or project-specific audit is conducted for a fiscal year in which the CCOC expends less than \$750,000 in state financial assistance, the cost of the audit must be paid from the CCOC's non-state resources (i.e., the cost of such an audit must be paid from the CCOC's resources obtained from other than State entities).

2. **DETERMINING STATE FINANCIAL ASSISTANCE:** In determining the state financial assistance expended in a fiscal year, the CCOC shall consider all sources of state financial assistance, including state financial assistance received from the JAC, other state agencies, and other non-state entities. State financial assistance does not include Federal or direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
3. **AUDIT COMPLIANCE:** In connection with audit requirements, the CCOC shall ensure that the audit complies with the requirements of s. 215.981, F.S. This includes submission of a financial reporting package as defined by s. 215.97, F.S., and Chapter 10.650, Rules of the Auditor General at: https://flauditor.gov/pages/pdf_files/10_650.pdf
4. **LEGAL COMPLIANCE OF EXPENDITURES:** Expenditures of state financial assistance must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Florida Department of Financial Services Reference Guide for State Expenditures, at: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2
5. **ALLOWABLE COSTS:** The CCOC shall only charge this Agreement with allowable costs resulting from obligations incurred during the term of the Agreement. Penalties and judgments are not allowable costs.
6. **UNOBLIGATED CASH:** Any balances of unobligated cash that have been advanced or paid, that are not authorized to be retained for direct program costs in a subsequent period, must be refunded to the JAC no later than 60 calendar days after the expiration of the grant. If the refund is not received within 60 calendar days, future payments will be delayed until receipt of the refund.
7. **FLORIDA SINGLE AUDIT ACT:** Information pertaining to the Florida Single Audit Act can be found at <https://apps.fldfs.com/fsaa/singleauditact.aspx>.

Rules and Technical Guidance adopted by the Auditor General, per s. 215.97(2)(e), F.S., relative to reporting package contents and deadlines, can be found at: https://flauditor.gov/pages/tech_nonprofit.html.

The State Projects Compliance Supplement for 21.012 can be found at:
<https://apps.fldfs.com/fsaa/compliance.aspx>.

The Catalog of State Financial Assistance establishes that state funds were awarded to the CCOC through Justice Administration, Justice Administrative Commission (JAC). Information from the Catalog can be found at <https://apps.fldfs.com/fsaa/catalog.aspx>.

8. REPORTING: The CCOC shall submit copies of reporting packages required by ss. 215.97 and 215.981, F.S., to each of the following:

Grant Manager listed in Section F.

Office of the Auditor General
Local Government Audits/342
401 Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450
flaudgen_localgovt@aud.state.fl.us

9. AUDIT RECORDS: The CCOC shall retain sufficient records demonstrating compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the JAC, the Chief Financial Officer, and the Auditor General access to such records upon request. The CCOC shall ensure that audit working papers are made available to the JAC upon request for a period of five years from the date the audit is issued, unless extended in writing by the JAC.
10. AUDITS, MONITORING, EVALUATIONS: Pursuant to s. 215.97, F.S., the JAC, the Auditor General, and other state officials may conduct additional audits, monitoring, or evaluations of state financial assistance provided to the CCOC under this Agreement.

Monitoring procedures may include, but are not limited to, on-site visits by the JAC staff, limited-scope audits, and/or other procedures. By entering into this Agreement, the CCOC agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the JAC. In the event the JAC determines that a limited-scope audit of the CCOC is appropriate, the CCOC agrees to comply with any additional instructions provided by the JAC staff regarding such audit. The CCOC further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

H. This Agreement is subject to the following terms and conditions:

1. See Exhibit 1 for the scope of work, deliverables, reporting, and budget.

2. METHOD OF PAYMENT:

a) Monthly payments will be based on a fixed cost subject to reconciliation of allowable costs and a cost reimbursement basis. The total grant payments are not to exceed \$2,400,000 for FY 2022-23.

- Payment for all allowable costs except for Cloud Navigator, Inc. costs:

- From July 2022 through April 2023, a fixed cost reimbursement of \$15,000 will be paid per month by the JAC to CCOC.

- From May through August 2023, a cost reimbursement of \$15,000 will be paid per month by the JAC to CCOC after the JAC reconciles allowable costs and verifies that all funds previously received from this Agreement have been expended. If CCOC has unexpended funds, this payment will be reduced by the amount of the unexpended funds. If CCOC expends more funds than received from JAC, an additional payment will be made for the difference, subject to the amount appropriated for FY 2022-23.

- Payment for Cloud Navigator, Inc. contractor costs for building the Guardianship Database and public website:

- For January 2023 through August 2023, JAC will pay CCOC a fixed cost reimbursement pursuant to Exhibit 3 (Cloud Navigator Deliverables and Payment Schedule) for the accepted and approved deliverables invoiced, not to exceed \$1,350,000.

b) Payment shall be made to the CCOC upon receipt of a complete and accurate invoice with required supporting documentation including the invoicing requirements listed in Paragraph 3, below, that have been reviewed and approved by the JAC Grant Manager.

3. INVOICING:

The CCOC shall submit a properly completed invoice to the JAC Grant Manager following the end of the month for which reimbursement is being requested for July 1, 2022 through August 31, 2023. CCOC may submit more than one invoice each month for purposes of prompt payment to third party vendors. The invoice shall include at a minimum:

a) The CCOC's unique identifying invoice number;

- b) Invoice date;
- c) The CCOC's payment remittance address;
- d) JAC's Contract ID number;
- e) The CCOC's Federal Employer Identification Number (FEIN);
- f) Documentation detailing completed deliverables covered by the invoice;
- g) The time period in which completed deliverables were rendered;
- h) A certified statement from the CCOC that CCOC has received, inspected, and approved any services and costs in accordance with s. 215.422, F.S., and funds received are expended only for allowable costs and services used for the purpose of implementing Ch. 2022-218, Laws of Fla.
- i) The prior month's expenditure detail, which may include:
 - Copies of all receipts and invoices from vendors showing proof of purchase and inclusion of a bank transaction number documenting payment. Items related to this program must be clearly noted and identifiable on the receipt or invoice;
 - A detailed listing of the items the CCOC has charged to the Agreement, in accordance with the budget;
 - In accordance with the budget, all travel must be in compliance with s. 112.061, F.S., and a Florida Department of Financial Service's (DFS) [Voucher for Reimbursement of Travel Expenses](#) shall be completed, approved, and included with all receipts; and
 - Other supporting documentation as requested by the Grantor.

Final invoices must be received before September 10, 2023, in order to be reimbursed. Any claims received after this date will not be reimbursable and will be assessed a 100% penalty.

4. **MINIMUM REQUIREMENTS/FINANCIAL CONSEQUENCES:** If the CCOC does not complete the minimum requirements each month, listed in Exhibit 1 (Scope of Work, Deliverables, Reporting, and Budget), a 5% reduction of the monthly payment shall be applied.

a) Exception:

Force Majeure: Notice of Delay and No Damages for Delay. CCOC shall not be responsible for delay resulting from its failure to meet deliverables if neither the fault nor the negligence of CCOC or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, a public health crisis or other similar cause wholly beyond CCOC's control that impacts the ability to perform the activities or achieve the minimum deliverables described herein. In case of any delay under these circumstances CCOC believes is excusable, CCOC shall notify the Grant Manager via email or phone of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if CCOC could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five (5) days after the date CCOC first had reason to believe that a delay could result. CCOC may request that an exception to the financial consequence clause be granted by the Grant Manager for the monthly payment containing the act causing the delay.

5. AVAILABILITY OF FUNDS: The JAC's obligation to pay the CCOC is contingent upon the availability of funds lawfully appropriated by the Legislature for the purposes stated in Paragraph A.
6. PROPERTY: The CCOC will hold title to any equipment purchased with grant funds, unless general law provides otherwise. Unless directed otherwise by general law, CCOC will hold title to the statewide Guardianship Database on behalf of the State of Florida. Use of any third-party platforms, software, or other technology must be organized and arranged in a manner to ensure the CCOC has full ownership of the data associated with the statewide Guardianship Database; the source code and any custom configurations; and any accounts, subscriptions, or licensing required to implement, maintain and enhance the statewide Guardianship Database beyond the term of this Agreement.

The CCOC will use the non-expendable property for its intended purpose during its useful life or dispose of it pursuant to, Ch. 274, F.S. The CCOC agrees to maintain supervision and control of all non-expendable property according to the CCOC's established inventory management policies.

7. **DISCRIMINATORY PRACTICES PROHIBITED:** In providing or contracting to provide services, programs, or activities, maintaining facilities, and otherwise performing obligations under this Agreement, the CCOC will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992, and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or handicap.
8. **TERMINATION:** If, in the judgment of the JAC, the CCOC for any reason fails to comply with the terms of this Agreement, the JAC will have the right to terminate the Agreement upon five (5) days written notice. In the event of termination, the CCOC will return to the JAC all grant funds, except those expended in compliance with this Agreement. Returned funds will be deposited into the General Revenue Fund pursuant to DFS's Expenditure Refund section outlined in the Reference Guide for State Expenditures.
9. **CONTINUITY OF PROVISIONS:** All provisions in this Agreement that expressly or customarily survive the termination or expiration of the Agreement, such as obligations relating to public records, records retention, confidentiality, etc., shall continue in effect after the Agreement is terminated or expires.
10. **PERSONNEL:** It is expressly understood and agreed that the personnel of the CCOC shall and always will be considered as the CCOC's employees or agents and under no circumstances are such persons to be considered customers, employees, representatives, or agents of the JAC. The CCOC and its personnel are in an independent contractor relationship with the JAC at all times.
11. **SEVERABILITY:** If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
12. **LITIGATION:** This Agreement is governed by Florida law. In the event of litigation, venue shall be in the appropriate court in Leon County, Florida.

13. **LIABILITY:** The CCOC shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State of Florida and the JAC, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the CCOC, its agents, employees, partners, or subcontractors, provided, however, that the CCOC shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State of Florida or the JAC.

- F. **JAC GRANT MANAGER:** Pursuant to s. 215.971(2), F.S., the following is the contact information for the Grant Manager:

Nona McCall, Director of Financial Services
Justice Administrative Commission
227 N. Bronough Street, Suite 2100
Tallahassee, Florida 32301
(850)488-2415
nona.mccall@justiceadmin.org

All reports, requests, or other documentation should be submitted to the JAC Grant Manager unless specified otherwise by the Grant.

- G. **ASSIGNMENT:** The CCOC shall not sell, assign, or transfer any of its rights, duties or obligations under the Agreement, without the prior written consent of the JAC. In the event of any assignment, the CCOC remains secondarily liable for performance of the Agreement, unless the JAC expressly waives such secondary liability.
- H. **PUBLIC RECORDS:**
1. The CCOC acknowledges that pursuant to s. 119.011(12), F.S., public records are defined as any and all "documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business" with parties, other subcontractors, and the JAC associated with the development of the statewide Guardianship Database.

IF THE CCOC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CCOC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE JAC'S PUBLIC RECORDS COORDINATOR AT:

**Justice Administrative Commission
227 N. Bronough Street, Suite 2100
Tallahassee, Florida 32301
Telephone number: (850)488-2415
Email address: JACPublicRecords@justiceadmin.org**

The CCOC agrees to direct any and all public records requests made of the CCOC for records related to this Agreement to the JAC's Public Records Coordinator, identified above. Further, the CCOC agrees to assist the JAC's Public Records Coordinator with responding to the public records request by providing requested records and identifying any records that are confidential or exempt under Ch. 119, F.S., and the basis for such an assertion. The CCOC acknowledges that it may be subject to penalties under s. 119.10, F.S., if it fails to provide records in response to a public records request made of the CCOC or JAC within a reasonable amount of time.

2. Maintenance and Liability for Public Records. The CCOC agrees to:
 - a) maintain public records related to this Agreement to perform the service;
 - b) provide the JAC with requested records in a format compatible with the JAC's information technology systems, or allow the records to be inspected or copied within a reasonable amount of time;
 - c) identify and ensure that public records that are confidential or exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - d) meet all applicable records retention requirements contained in this Agreement and the Florida Department of State's General Records Schedule GS1-SL for State Agencies.

The CCOC acknowledges that it may be subject to civil action resulting from an action to compel production of public records related to this Agreement and that the CCOC may be required to pay damages for such an action. The CCOC also acknowledges that before a civil action is filed the requester of an outstanding public records request made to the CCOC must notify the JAC's Public Records Coordinator of such an outstanding request. The CCOC acknowledges that it is not liable for the reasonable costs of the public records enforcement action, if the CCOC complies with the public records request within eight business days after the required notice is sent to JAC's Public Records Coordinator.

- I. E-VERIFY: As required by s. 448.095(2), F.S., CCOC shall register with and use E-Verify (e-verify.gov) to confirm the eligibility of new employees hired after January 1, 2021 to work in the United States. If CCOC enters into a contract with a subcontractor to provide labor, supplies, or services in relation to this Agreement, the subcontractor must provide CCOC an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with person(s) ineligible to work in the United States. "Subcontractor" means a person, persons, or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration. Contractor shall maintain a copy of all such affidavits from subcontractors for the duration of the Agreement and shall provide JAC a copy upon request.

This Agreement, Exhibit 1 (Scope of Work, Deliverables, Reporting, and Budget), Exhibit 2 (Project Manager's Position Description), and Exhibit 3 (Cloud Navigator's Deliverables and Payment Schedule) constitute the entire understanding of the parties. All modifications to the Agreement must be in writing. This Agreement is effective on July 1, 2022 and will terminate on August 31, 2023, unless extended by written addendum to this Agreement.

Justice Administrative Commission

Florida Clerks of Court Operations Corporation

Alton L. "Rip" Colvin, Jr. Date
Executive Director

Jeffrey R. Smith, CPA, CFGO Date
CCOC Chair

EXHIBIT 1

A. Background, Goals, and Objectives

Enacted legislation, s. 744.2112, F.S., requires the CCOC and the Clerks of Court to establish a statewide Guardianship Database to facilitate improving court oversight of Guardianship cases; requires the CCOC to make data from the database available to the public in a searchable format in addition to generating reports at specified intervals and publishing those reports to the website; and, provides requirements and restrictions for the database and website which may not be operational for end users until on or after July 1, 2023.

CCOC responsibilities:

1. Secure contractual services to assist the CCOC in procuring vendor services to develop the database and website.
2. Secure vendor services to design, develop, and implement the database and website.
3. Establish workgroups of subject matter experts (SMEs) and stakeholders to assist:
 - a) CCOC to identify and define high-level requirements for the CCOC's Request for Proposals for vendor services, and
 - b) CCOC and the selected vendor to establish the database and website.
4. Work in phases (Initiation, Planning, Design, and Implementation phases) using the vendor and SME workgroups to complete the database and website.
5. Provide a database and searchable public website that is ready for implementation by August 31, 2023, that meets the requirements of the statute:
 - a) The database meets interoperability standards defined by the Florida Courts Technology Commission.

- b) The database contains, at minimum, the following:
 - The registration status of each professional Guardian.
 - The substantiated disciplinary history of each professional Guardian.
 - The status of each Guardian's compliance with the statutory qualifications for Guardianship under s. 744.2003 or s. 744.3145.
 - The status of statutorily required reports and submissions under chapter 744.
- c) The database must restrict access to the information necessary to perform such individual's duties but in no way restrict access by judges or magistrates.
- d) The database must be searchable by, at a minimum, the name of the petitioner, ward, Guardian, and legal counsel for all parties; the demographic information of the ward; the location of the Guardian's office; the name of the judge and the circuit in which the case is brought; and the number of wards served by each Guardian, by ward county of residence.
- e) The database must be able to upload certain professional Guardian information to a webpage accessible to the general public in a searchable format. Such professional Guardian information must be limited to the names of professional Guardians and current data regarding the number of wards served by each Guardian, the counties of residence of such wards and the number of wards residing in each county, and whether the wards are under limited or plenary Guardianships.
- f) The database must provide the ability to generate reports, including the ability to report data in aggregated and deidentified formats. These reports must include reports of statewide, circuit-level, and county-level statistical data to provide assistance to the courts, the Department of Elder Affairs, and other stakeholders such as the Legislature, as well as to provide transparency to the public and the Legislature regarding the state's Guardianship system. The CCOC shall publish the statistical data reports monthly on the webpage.

B. Scope of Services

CCOC will provide project management services necessary to create a statewide Guardianship Database and searchable public website that meets all the requirements outlined in section A.5 and is ready to implement on or after July 1, 2023. CCOC will procure all contractual services necessary to create the database and public information website. CCOC will coordinate the development of user types which will limit access to information based on the user's duties.

C. Deliverables

In accordance with the above provisions, the CCOC must provide the following:

Deliverable Item	Services Provided	Service Descriptions	Minimum Level of Service required
1	Project Management	<p>Designate a project manager to manage and coordinate the project phases. This includes the Initiation, Planning, Design, and Implementation phases of the project as appropriate. The Project Manager duties and examples of work to be performed are outlined in the Exhibit 2, Position Description. The Project Manager will summarize work performed on a status report.</p> <p>JAC and each county Clerk of Court office will be notified of the project management activities provided and updates on the project.</p>	1 monthly
2	Guardianship Database	Cloud Navigator will design, develop, and implement the database and website. CCOC shall outline their inspection and approval process for each invoiced deliverable provided by Cloud Navigator.	See Exhibit 3, Deliverable Milestones

D. Reports (programmatic and to support payment)

1. Status Reports

- a) Project Management Status Reports – due 30 calendar days after the month of service. This report will summarize the project activities and outline the progress made for each phase of the project. Delays, inability to meet deliverables, and other issues affecting the development of the Guardianship Database within the specified timeframe and steps taken to address them will also be documented in the report.

Examples of information to include in the Project Management Status Reports:

- Provide specific use of vendors and how they provided services needed in each phase of the project;
 - Document meetings with subject matter experts involved and areas of the project they are working on;
 - Provide work performed by the Project Manager tied to each phase of the project.
- b) Guardianship Database Reports – due when the invoice is submitted for Cloud Navigator costs. This report will contain Cloud Navigator's deliverable being inspected and approved. CCOC will document its process to inspect, test, and verify that the deliverable was successfully delivered.

Examples of information to include in the Guardianship Database Reports:

- Provide the deliverable being inspected and approved
- Document who performed the inspection, testing or verification of the deliverable
- Document how each part of the deliverable was inspected, tested or verified.
- Provide the date the deliverable was accepted.

E. Budget

	Funding	Description or Additional Information to Identify Allowable Costs
CCOC STAFF SALARY & BENEFITS:	\$166,821	
Budget Analyst/Project Manager	\$166,821	New position to work full-time on the Guardianship Database. Funding includes \$83,000 for FY23/24.
OPS STAFF:		
GENERAL EXPENSES:	\$10,000	
Meeting Rooms	\$10,000	CCOC will secure meeting space for training when necessary.
TRAVEL:	\$15,000	Travel for CCOC staff to monitor the gathering of information needed for the database and to monitor training conducted for system users.
CONTRACTUAL EXPENSES:	\$1,459,475	
Canopy Contract	\$25,375	Vendor to advise on the appropriate procurement vehicle; develop the procurement document with the detailed scope of the project; develop a vendor list; advertise and use methods to seek vendors; review and evaluate submitted proposals with the development of an evaluation form and process; and make recommendations on the selection of a vendor to develop the Guardianship Database.
IT Support Contract	\$2,100	Vendor to establish workstation and software for the project manager and monthly technology support.
Cloud Navigator contract	\$1,350,000	Vendor that will build the required Guardianship Database and public website.
Other Contracts	\$82,000	Other contracts may include: *Consulting services in assisting the Guardianship Project Manager in overseeing the vendor hired to establish the Guardianship Database. *Provide information technology and process management consulting to help assure the Guardianship Project meets technical specifications. *Consulting advice to help assure the Guardianship Project Websites are completed and accessible.
Unallocated Grant funding	\$748,704	To expend these funds, a grant amendment must be executed to allocate these funds to an allowable budget line item. CCOC is working to identify remaining project costs.
TOTALS:	\$2,400,000	The grant is expected to be extended into SFY 23/24 if approved in the GAA.

Exhibit 2



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

This position description contains all work that may be assigned to this position. Currently, the position is only assigned Project Management work related to the Guardianship Database on a full-time basis.

CCOC BUSINESS ANALYST AND PROJECT MANAGER Position Description

Position Filled by Nicole Taylor

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

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.

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.

*The Project Manager will work on assigned projects and may not always be primary contact for items involving senior management or escalated concerns.

- 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.

Exhibit 3

Cloud Navigator Deliverables and Payment Schedule

No.	Deliverable	Deliverable Costs
1	The Contractor shall host a kick-off meeting with CCOC staff to delineate Contractor and CCOC roles for the completion of the deliverables based on the timeline provided in the Project Plan.	\$ 10,000.00
2	<p>The Contractor shall submit a Project Plan, including, but not limited to, the following components:</p> <ul style="list-style-type: none"> • Project Plan Summary • Scope Management Plan • Cost Management Plan • Resource Management Plan • Risk Management Plan • Communication Plan • Change Management Plan • Project Schedule • Quality Management Plan • Security Management Plan 	\$ 25,000.00
3	<p>The Contractor shall develop the System Design Documentation, including, but not limited to, the following components:</p> <ul style="list-style-type: none"> • Business Design • User Interface Control • Systems Integration Design • Interface Specification Design • Entity Relationship Diagram • Data Dictionary • Infrastructure Requirements & Design • Security Requirements & Design • ADA Compliance • Maintenance Requirements • User Documentation • Reports Inventory <p>The System Design Documentation must also include a report demonstrating how the solution's design will ensure compliance with the interoperability requirements established by the Florida Courts Technology Standards.</p>	\$ 125,000.00
4	Develop a Requirements Traceability Matrix, which defines the system requirements that must be met by the delivered solution.	\$ 25,000.00
5	Develop a working prototype of the solution in a testing environment based on the requirements identified in the Requirements Traceability Matrix.	\$ 295,000.00

Cloud Navigator Deliverables and Payment Schedule

No.	Deliverable	Deliverable Costs
6	Develop the Master Test Plan, which must define the process and approach for all comprehensive levels of testing and the testing work streams, such as system integration, performance, unit, accessibility, regression, and security testing.	\$ 25,000.00
7	Develop automated system test scripts, complete system test, and submit test logs and results.	\$ 45,000.00
8	Conduct User Acceptance Testing (UAT) and provide detailed results of the UAT execution.	\$ 45,000.00
9	Develop a Data Conversion Plan, which must include details of the methods and processes to execute the required data conversions from the existing systems to the new system.	\$ 25,000.00
	Develop a Data Migration and Mapping Plan, which includes necessary translation of existing data elements to the data elements in the new solution.	
10	Perform the data conversion and migration and ensure load was successful before system deployment.	\$ 280,000.00
	Develop a Data Conversion Report, which provides summarized results of the conversion and migration and includes the detailed metrics and disposition of data elements from the existing systems to the new solution.	
11	Develop the Detailed Implementation Plan, which must outline the detailed processes and approach to the implementation of the new solution.	\$ 25,000.00
	Develop the Deployment Checklist, which must define the step-by-step processes and timing that must be adhered to for the successful pre-implementation, implementation, and post-implementation of the new solution.	
12	Develop Final Training Materials, which consist of the procedures, interactive courses, schedule, support, curriculum, sample data, etc. needed to train CCOC administrators and users of the new system.	\$ 45,000.00
	Develop a Knowledge Transfer Plan that includes information on how CCOC administrators will make future configurations and modifications to System.	

Cloud Navigator Deliverables and Payment Schedule

No.	Deliverable	Deliverable Costs
13	Deliver a working system in a Production environment, as well as Final System and User Documentation required for the operation of the overall solution, which must include system details and user documentation.	\$ 280,000.00
	Supporting documents to the System and User Documentation to be provided by the Contractor shall include:	
	· System Administration Manual	
	· User Manual	
	· Interface Control Document	
14	Conduct Knowledge Transfer based on training materials and Knowledge Transfer Plan.	\$ 25,000.00
15	Develop a Transition Plan, which identifies the approach and milestones necessary to transfer operation of the system from the Contractor to the CCOC.	\$ 25,000.00
16	Develop a Transition Completion Report which identifies the completed milestones of the transition plan.	\$ 25,000.00
17	Submit a Project Closure Report, which includes details of the activities needed to close out all Project activities, tasks, and reports.	\$ 25,000.00
	Components of the Project Closure Report that shall be provided by the Contractor include:	
	· Project Lessons Learned Report	
	· Project Release Document (Signed)	
	· Post Implementation Review Report	
	· Post Implementation Evaluation Report	
	· Change Log (Closed Out)	
	· Contract(s) Closure	
Total		\$ 1,350,000.00