

PROFESSIONAL SERVICES AGREEMENT

This Agreement made August 9, 2022 between the Florida Clerks of Court Operations Corporation (hereinafter the "Corporation"), having its principal place of business at 2560-102 Barrington Circle, Tallahassee, Florida 32308 and Canopy Management Consulting Group LLC (hereinafter "Vendor"), 118 N. Monroe Street, Tallahassee FL, 32301.

WHEREAS, Chapter 22-218, Laws of Florida requires the Corporation to establish a statewide database of guardianship data; upload certain professional guardian information from the database to a webpage accessible to the general public in a searchable format; generate monthly reports of statewide, circuit-level, and county-level statistical data to provide assistance to the courts and the Department of Elderly Affairs and to provide transparency to the public and the Legislature regarding the state's guardianship system; shall publish the statistical data reports monthly on a webpage; and generate reports using information in the database at the request of the Legislature, the judiciary, or the Department of Elderly Affairs; and

WHEREAS, the Corporation is seeking a vendor to help with us with the process for procuring a vendor for the design and creation of a guardianship database as required by law; and

WHEREAS, the Corporation sought proposals from vendors and the Vendor has experience and knowledge to fulfill the requirements for this contract; and

WHEREAS, the Corporation wished 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: DEFINITION AND SCOPE OF SERVICES

- 1.1 The Corporation hereby retains Vendor to furnish certain services, information and items as provided below within six months of the signing of the contract.
- 1.2 Creation of the expected project management for the development of the guardianship database including project plans, task lists, and timeframes.
- 1.3 Conduct status meetings, project team meetings, and stakeholder meetings to better understand users' needs and expected outcomes for using the guardianship database to develop the scope of the procurement document.
- 1.4 Assign, track, and monitor project activities using MS Word, Excel, or other software.
- 1.5 Assist the CCOC staff to: determine which procurement process (RFP, RFQ, ITB, ITN, etc) should be used to find a vendor to develop the guardianship database; understand proper procurement requirements; 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.

- 1.6 Take the lead role in ensuring effective communications throughout the course of this contract whose scope is to recommend a vendor to build the guardianship database, beginning with initial analysis and continuing through project closeout and provision of final project documentation/briefings. This will include regular project status meetings with participants required from Vendor and CCOC staff. The Vendor will produce and distribute an agenda/status report prior to each meeting. The purpose of this meeting is to determine and communicate the progress of the project.

SECTION 2: COSTS

2.1 Rate of Payment

The Corporation's performance and obligation to pay under this contract is contingent upon an appropriation by the State of Florida Legislature. The Vendor shall receive a payment of \$17,500 for the development of the procurement process and \$7,875 the evaluation process of the received proposals.

Said rates encompass all employee related expenses such as federal taxes, insurances, retirement, and other federal and/or state required costs and Vendor's overhead related expenses. If any additional work is required or requested that exceeds the fee estimate, this work will only be performed if agreed to by both Vendor and Corporation in writing.

2.2 Invoices

The Vendor shall invoice the Corporation upon acceptance of a deliverable by the Corporation. The Corporation shall pay such invoices within thirty (30) days of receipt subject to availability of funds.

SECTION 3: TERM OF AGREEMENT

3.1 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.

3.2 Termination Limitations

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

3.3 Termination

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

3.4 Mutual Rescission

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

3.5 Cancellation

If either the Corporation or the Vendor violates its obligations under this Agreement, the other party may cancel this Agreement by sending a Cancellation Notice describing the noncompliance to the other party. Upon receiving the 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.

3.6 Cancellation Without Notice

Notwithstanding other provisions herein, either party may cancel this Agreement without notice to the other upon the other 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 4: RESPONSIBILITIES OF VENDOR

- 4.1 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 any fully executed Change Order.
- 4.2 All direction for services shall be prescribed 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 performance of services by Vendor, unless certified as a valid public emergency pursuant to Florida law.
- 4.3 All services described in the Agreement shall be performed by and/or under the direct supervision of Brian Swords, or another person of similar experience designated by Vendor and approved, in writing, by the Corporation's Executive Director.

- 4.4 To the extent required by law, the Vendor shall maintain, during the life of this Agreement, Workers' Compensation insurance for all its employees connected with any work related to this Agreement. Such insurance coverage shall comply fully with the Florida Workers' Compensation law.
- 4.5 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.
- 4.6 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 is deemed unsatisfactory by the Corporation.
- 4.7 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.
- 4.8 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 5: MISCELLANEOUS

5.1 Confidentiality

Expect as provided above, the Vendor recognizes and acknowledges that the functions the Corporation performs may provide access to matters, which are, by Florida Statute and/or Court Rule, 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.

5.2 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 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.

5.3 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.

5.4 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.

5.5 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. An engagement letter will be provided prior to the commencement of fieldwork as required by generally accepted auditing standards.

5.7 Severability

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

5.8 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 section, paragraph, or provision.

5.9 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.

5.10 Governing Law

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

5.11 Notice

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

CORPORATION

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

VENDOR

Brian Swords
Principal & Project Lead
118 N. Monroe Street
Unit 402
Tallahassee, Florida 32301

5.12 Pronouns/Gender

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

5.13 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.

5.14 Litigation Expenses

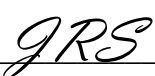

In the event of litigation or arbitration arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable and necessary attorneys' fees and costs.

5.15 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.

5.16 Assignments

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

5.17 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.

5.18 Arbitration

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

5.19 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.

5.20 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").

5.21 Background/Objective

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

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

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

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

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

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

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

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

Definitions and Examples of Fraud, Waste, Abuse and Corruption

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

- Forgery or alteration of a check, bank draft, any other financial document, or computer records;
- Falsification or misrepresentation of reports to management and external agencies, including time sheets, official travel claims for reimbursement, or other expense reimbursement reports;
- Knowingly authorizing or receiving payment for time not worked;
- Misappropriation of funds, securities, supplies, or other assets;
- Impropriety in the handling or reporting of money or financial transactions;
- Engaging in unauthorized activities that result in a conflict of interest;
- Disclosing confidential or proprietary information to unauthorized individuals;

- Removal of agency property, records, or other assets from the premises without supervisory approval;
- Unauthorized use or destruction of agency property, records, or other agency assets; and
- Taking and using information or providing the information that would lead to identity theft.
- Theft of cash or fixed assets;
- Failure to account for monies collected;
- Knowingly providing false information on job applications and requests for funding.

5.22 Investigate

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


5.23 Actions

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

disciplinary and/or other administrative action is warranted, the Human Resources Section, or other appropriate office, shall be consulted prior to taking such actions.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the Effective Date of August 8, 2022.

**Florida Court Clerk of Court
Operations Corporation**

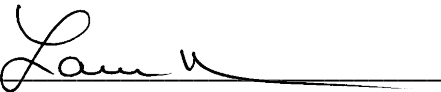


Signature

Jeffrey R. Smith, CPA, CGFO
Chair

08/10/2022

Date



Witness

Canopy Management Consulting Group



Signature

Brian Swords
Principal & Project Lead

8/09/2022

Date



Witness