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## EXECUTIVE COUNCIL MEETING

March 18, 2024

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**Stacy M. Butterfield, CPA**  
POLK COUNTY  
EXECUTIVE COUNCIL CHAIR

**Tiffany Moore Russell, ESQ.**  
ORANGE COUNTY  
VICE-CHAIR

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

CRYSTAL K. KINZEL  
COLLIER COUNTY  
SENATE APPOINTEE

TODD NEWTON  
GILCHRIST COUNTY

JODY PHILLIPS  
DUVAL COUNTY

TOM BEXLEY  
FLAGLER COUNTY  
HOUSE APPOINTEE

JOHN A. CRAWFORD  
NASSAU COUNTY

JOHN DEW  
EXECUTIVE DIRECTOR

MICHELLE R. MILLER  
SAINT LUCIE COUNTY

BERTILA SOTO  
11TH JUDICIAL CIRCUIT JUDGE  
SUPREME COURT APPOINTEE

JD PEACOCK, II  
OKALOOSA COUNTY

ROB BRADLEY  
BRADLEY, GARRISON & KOMANDO, P.A.  
GENERAL COUNSEL

2560-102 BARRINGTON CIRCLE | TALLAHASSEE, FLORIDA 32308 | PHONE 850.386.2223 | WWW.FLCCOC.ORG

## EXECUTIVE COUNCIL MEETING

**March 18, 2024**

**Meeting: 3:00 PM – 5:00 PM, Eastern**

**Webex Link:** <https://flclerks.webex.com/flclerks/j.php?MTID=m2f71e58a0bb69f32c2d7c06856ad9112>

**Meeting Code: 2316 710 0079, Password: CCOC**

**Conference Call: 1-866-469-3239; Access Code: 2316 710 0079**

- Call to Order.....Hon. Stacy Butterfield  
Invocation .....Hon. John Crawford  
Roll Call.....Hon. Laura Roth  
1) Introduction and Agenda Approval .....Hon. Stacy Butterfield  
2) Approve Minutes from 12/13/23 Meeting.....Hon. Laura Roth  
3) Treasurer's Report.....Hon. Laura Roth  
    a) CFY 2023-24 CCOC Office Budget  
    b) Update on Cyber Security Protection  
    c) Office Staffing – Compensation  
    d) Update on Audits  
4) Committee Reports  
    a) Executive Committee .....Hon. Stacy Butterfield  
    b) Budget Committee .....Hon. Tiffany Moore Russell  
    c) PIE Committee.....Hon. Laura Roth  
    d) Legislative Committee .....Hon. Carolyn Timmann  
5) 20-Year Review of CCOC  
    a) Hiring a Consultant  
    b) Timeline  
6) Update on Guardianship Data Transparency Project.....Hon. Ken Burke  
    a) Expectation Date to Go Live  
    b) Budget and Expenditures  
7) Report on TCBC .....Hon. Judge Bertila Soto  
8) Other Business .....Hon. Stacy Butterfield

**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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**FLORIDA CLERKS OF COURT**  
**OPERATIONS CORPORATION**

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## Minutes of December 13, 2023, Executive Council Meeting

The Executive Council of the Clerks of Court Operations Corporation (CCOC) met via Webex on December 13, 2023. The agenda and materials were distributed and posted to the CCOC website before the meeting.

### Call to Order, Invocation, and Roll Call

Chair Stacy Butterfield called the meeting to order at 2:00 PM. Secretary/Treasurer Laura Roth called the roll, and Clerk John Crawford provided the invocation.

Council members present in person: Chair Butterfield, Vice-Chair Tiffany Moore Russell, Secretary/Treasurer Laura Roth, Clerk Crystal Kinzel, Clerk Todd Newton, Clerk Jody Phillips, Clerk John Crawford, Clerk Michelle Miller, Clerk JD Peacock, and Judge Bertila Soto.

Council members absent: Clerk Tom Bexley

### Agenda Item 1 – Introduction and Agenda Approval

Stacy Butterfield welcomed Judge Soto as the newest member of the CCOC Executive Council and thanked the Chief Justice of the Supreme Court for appointing her. Clerk Butterfield shared Judge Soto's background as a judge in Miami-Dade County since 1997, including Chief Judge of the 11<sup>th</sup> circuit from 2013-2020. Judge Soto's work on various initiatives and support of the new courthouse in Miami-Dade County was also highlighted. Judge Soto thanked the committee and expressed what an honor it was for her to be appointed to the Council. She extended her appreciation to Clerks for the work they do statewide. She reassured the Council that she was there to hear everyone's needs and would extend that message to the Florida Supreme Court. CCOC General Counsel Rob Bradley swore Judge Soto into the Executive Council as the Supreme Court representative.

Clerk Russell asked the Council to remove the proposed revision to the Clerks' operational budgets from Agenda Item 5(a)(i). CCOC staff have received several comments from different CCOC Budget Committee members that led her to believe that it would be appropriate to send this issue back to the Committee for further consideration.

Clerk Russell made a motion to approve the agenda as revised. Clerk Newton seconded the motion. Motion carried.

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**Agenda Item 2 – Approve Minutes from 9/5/23 meeting.**

Clerk Roth asked the Council for any corrections to the minutes of September 5, 2023. No corrections or comments were made.

Clerk Kinzel made a motion to approve the minutes of the September 5, 2023, Executive Council meeting. Clerk Newton seconded the motion. Motion carried.

**Agenda Item 3 – Treasurer’s Report**

**a) CFY 2022-23 CCOC Office Budget**

Clerk Roth explained that CCOC staff has completed the reconciliation process for the for the CFY 2022-23 CCOC Office Budget. CCOC staff is now ready to provide information to the audit firm for them to start their review and preparation of the financial statements. For CFY 2022-23, the CCOC spent just over 92% of the budget and continues to keep expenses within the approved budget authority. To ensure CFY 2022-23 closed out timely and to prevent a similar situation to the CFY 2021-22 budget, John Dew, CCOC Executive Director, approved that the accounting vendor, Mr. Bill Sittig, work nights and weekends to promptly close out the year. The extra hours, however, will increase the cost of the contract amount for the current calendar year. The CCOC Treasurer requested that the Council therefore approve increasing the maximum contract payment amount to Mr. Sittig for these expenses. There are sufficient funds in the CFY 2023-24 budget to handle the increase of the contract by an additional \$17,000. There were no questions or comments.

Clerk Newton made a motion to approve the reconciled 2022-23 office budget and allow for the increase in the contract authority to Mr. Bill Sittig. Clerk Russel seconded the motion. Motion carried.

**b) CFY 2023-24 CCOC Office Budget**

Clerk Roth introduced the CFY 2023-24 office budget report which only included one month. In the figures for October, the spending was slightly over \$94,000, which was well within the budget limits for the year. There were no questions or comments.

Clerk Roth made a motion to approve the CFY 2023-24 CCOC Office Budget report. Clerk Newton seconded the motion. Motion carried.

**c) Cyber Activity Issue**

Clerk Roth reported on the cyber incident that occurred at the CCOC on August 25, 2023. The issue involved a fraudulent email received that day which eventually allowed one of the CCOC vendors (Cloud Navigator) to have their payments sent to a fraudulent account in the amount of just over \$300,000. Mr. Dew was made aware of the problem in October and immediately notified CCOC Chair Clerk Butterfield and Secretary/Treasurer Clerk Roth as well as contacted the FBI and FDLE. Mr. Dew spoke to the FDLE investigator again this week and was told that the State Attorney’s office has issued a subpoena to the bank seeking records. FDLE indicated that a response from the bank could take anywhere from weeks to months for their reply. Mr.

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## MINUTES OF DECEMBER 13, 2023, EXECUTIVE COUNCIL MEETING

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Dew said the CCOC General Counsel has advised us to wait until FDLE did its investigation and then work with the bank to see if their insurance had some coverage for the loss.

In the meantime, the CCOC office strengthened their process for making payments through the bank, including two-factor authentication, requiring verbal approval from a vendor for any revisions to bank accounts, and training staff to look for “phishing” emails. Likewise, the CCOC IT vendor set up additional barriers to prohibit “phishing” attempts.

Clerk Butterfield shared how unfortunate the cyber security issue has become, she also informed the Council about Clerk JD Peacocks’ involvement in a panel for cyber security. She was aware that many offices have had to deal with similar incidents and stated that they can strengthen their processes, procedures, etc., and try to stay one step ahead of the next “scam,” which is a challenge.

Clerk Kinzel asked Mr. Dew if the office had any errors and omissions insurance or if they had looked into it. Mr. Dew responded yes, and the first thing he did was check with the insurance agent. There could be insurance but it would only be for \$15,000. He noted he also received a form from the CCOC Office insurance company to potentially request a quote for the cost for cyber liability insurance. He was told it would be extremely expensive but he could fill out the application if the Council wished. Clerk Kinzel added that they had a cyber security issue in Collier County, and previously had a claim that was covered 100% by the insurance company. She understood that it could be a little pricey but considering the magnitude of the current loss that may not be recoverable, extended security might be a good idea. She asked Mr. Dew if they also have a Positive Pay with the bank regarding disbursement, because that is something that usually the banking institute would offer for free, and it would validate any checks or payments that were bumping up against the account. This would give them a little time to deny the presentation of that payment. Mr. Dew responded that he would check to see if our bank could provide a Positive Pay service.

Clerk Butterfield responded that if it was the will of the Council, then Mr. Dew could get a quote for various insurance coverage and he could bring that back at the next Council meeting for our review and potential approval.

Clerk Kinzel asked where the money would come from to cover our loss if we are unable to recover the loss through insurance or restitution. Mr. Dew responded that the money expended for Cloud Navigator services were related to the Guardianship Data Transparency Project which is funded from General Revenue. However, we have not received any of the GR dollars because we ask for these monies based on a reimbursement request. Therefore, for now the dollars are coming from the CCOC budget revenues. He said we have sufficient dollars to cover the loss in the CCOC budget revenues due to having under-expended our budget authority.

He assured the Council that the CCOC Office would be fine as far as the budget for the incoming year. Clerk Butterfield responded that if FDLE saw this case led to criminal charges that could be pursued, then potentially we could also seek restitution from a defendant.



Clerk Miller mentioned that St. Lucie County had almost the identical thing happen in her office and that Positive Pay is an awesome thing. She asked which bank the CCOC used. Mr. Dew responded Prime Meridian was the bank. Clerk Miller added that Wells Fargo does an excellent job with their Positive Pay and on their website were lots of information about their process, which she recommended as well as a second verification process.

Clerk Peacock asked who was doing/managing the training and the intrusion testing. Mr. Dew stated the CCOC had a new software they were using called QuickHelp for the staff training on phishing. This individual video training is set up for each staff member to complete. There were about 25 different training sessions about things like phishing, fraud, etc. Clerk Peacock asked where they got that training from, and Mr. Dew responded that Cloud Navigator, the vendor that did not receive the funds because they were stolen, felt bad about what happened and provided the training to the CCOC at no charge. Clerk Peacock asked if the CCOC had done an IT controls audit or some kind of external entity that looked at the CCOC's IT controls, specifically related to financials. Mr. Dew said they had internally set it all up with the IT vendor, Ken Baker of eGroupTech, who had also added other software to the system since the incident happened. However, they have not had an IT external audit done.

Clerk Peacock requested an external IT controls audit be done to try to find some ideas to put in place. He recommended it be done through a 3<sup>rd</sup> party, outside of staff or current contractors, to ensure that there were no conflicts. Clerk Peacock also asked if the expense would be seen in the expense budget because he did not see it as a line in the expenditure budget, or if it would just be taken as a negative against the bank account. Mr. Dew stated that right now they are taking it against their bank account until they possibly recover something from the bank. Clerk Roth chimed in to clarify that since the transfer did not get verified by phone call, there is a possibility there is some evidence. Mr. Dew stated that the expense was not seen in the CCOC budget at all yet because they had a \$2.4 million budget of State General Revenue for the guardianship project, which is where the expense might also show up. This depended on where the Council wanted to take the loss until such time we would hopefully be made whole through restitution or bank insurance. Clerk Peacock stated that the CCOC had enough dollars on hand to invest in the issue and to learn from the \$300,000 lesson. However, he wanted to make sure everyone was considering the issue a priority and hoped everyone would learn from it.

**Clerk Kinzel made a motion to allow Mr. Dew to check into cybersecurity insurance and get quotes. Seconded by Clerk Miller. Motion carried.**

**d) Auditor General Audit**

Clerk Roth introduced the Auditor General Audit for the CCOC office. The State Auditor General's office is required by statute to audit the CCOC once every three years. The last audit was done in 2020 and in November 2023 we received notification from their office that they would begin their audit within the next couple of weeks. An entrance conference was held where it was noted that the fieldwork would take anywhere from 3 to 4 months. The CCOC office will be providing documents requested by the auditors. A sample email for CCOC documents from the auditors is included in the packet. Mr. Dew will keep Clerk Roth informed

of the progress of the audit and update the Council as well. There were no questions/comments.

**e) Contract Extensions**

The CCOC contracts are provided on a one-year basis but with the option to extend the contract for one year, twice (provided there is adequate funding) for a total of three years per vendor. Six of the attached contracts would be seeking their second and final one-year extension. Clerk Roth recommended to the Council that they give the vendors their last one-year extension for the calendar year 2024. Mr. Dew reported that the vendors agreed to the extension with the same rates they had in 2023. Contract extension forms were included in the packet. Krizner, the HR services group, is the only one of the vendors that is on its first extension. Clerk Roth reviewed the six vendors that were on their final extension: Bill Sittig (accounting services); Law, Redd, Crona & Monroe (external audit services); Understory, LLC (website hosting services); Tallahassee Cleaning Solutions (office janitorial services); FCCC (education services); and CIS, Inc. (compliance education services). The previous year's contract extension for CIS, Inc. included an increase of \$14,000 and the Clerk Roth requested that the Council approve to maintain that increase for 2024.

**Clerk Miller made a motion to approve the contract extensions as provided in the packet. Seconded by Clerk Newton.**

Clerk Kinzel asked about the FCCC and the CIS contracts. She mentioned Clerks already have training with FCCC and some of CCOC trainings are combined with FCCC. Clerk Roth responded yes, the CCOC is statutorily required to provide educational training for Clerks and Staff. Most of the training the CCOC provides to Clerks and staff are through contractual agreements. The major contract is with FCCC for the large portion of education as well as CIS services for compliance education services. Clerk Kinzel also asked if there was a reason why compliance training was not handled with clerk work groups or clerk staffing that could offer compliance evaluation. She also wanted to know if there were any reports showing the results, accomplishments, or improvements achieved through this contract. Mr. Dew responded by saying CCOC staff holds regular meetings with CIS, and he could send Clerk Kinzel information provided. He said the CCOC has also asked CIS to present at Council meetings to provide updates and that also could happen if the Council wanted them on the meeting agenda. Clerk Kinzel then asked if they did a summary of any compliance improvements from the reporting that they do. Mr. Dew said CIS does follow up with the places that ask for their assistance, and they can review performance measures to see if they have improved and where they have improved.

Marleni Bruner stated that the FCCC contract included funding for things such as New Clerk Academy, webinars, the mobile app, CertiClerk, conferences, and regional training along with Webex support for CCOC committee and Council meetings. This can be seen on the CCOC website under the deliverable schedule for the contract that lists the training that is done using that funding. She also stated that at the summer Executive Council meeting CIS provides a summary of what has been done over the year. She called attention to an issue that had been brought up by the Budget Committee regarding having CIS review and verify things

related to compliance. While that item has been placed on hold, the funds are still within the contract so should the Budget Committee decide to take it up again, funds would be available. CIS provides the CCOC with what counties they are working with, helping them set up their compliance programs and looking at analytics and reporting. They also help with some of the workgroups the CCOC is involved in. There were no further questions or comments.

**Clerk Butterfield called for a vote on the motion to approve the contract extensions. Motion carried.**

**Agenda Item 4 – CCOC Annual Report**

Griffin Kolchakian, CCOC Budget and Communications Director, introduced the 2023 CCOC Annual Report for the Council to review. This report included an overview of the activities conducted by the CCOC throughout the year. There were a couple of updates for the 2023 report, such as sections added on the guardianship project, the tort reform legislation, and updated numbers and charts throughout the document. After approval, the CCOC would send a copy to the House, Senate, and Governor's Office; as well as publish it on the CCOC website by the statutory deadline of January 1.

**Clerk Peacock made a motion to approve the 2023 CCOC Annual Report. Seconded by Clerk Miller.**

Clerk Kinzel had a concern regarding the message from the CCOC Chair Clerk Butterfield in the Report's cover letter. Clerk Kinzel said from her opinion the highlights were very optimistic, but did not reference that we still are under-funded and we are in a large deficit for meeting our overall budget needs. Regarding the area that said there is no choice but to reduce positions and services to absorb, there was no mention of local subsidies of almost millions, which she thought should be included. Page 8 showed the \$14 million in jury management reimbursement and funding, but what they received was \$11.7 million. They had not yet received that increase to cover additional costs. They received \$11.7 million again and now they were putting in the glitch the \$4 million. Clerk Kinzel believed that the deficit should also be mentioned under the parts that mentioned the jury. The 2022-23 budget authority is the revenue limited, and most of the clerks were still not getting their needs budget.

She noted numerous other areas where she had suggestions, which Clerk Butterfield asked her to send a list of those concerns to Mr. Kolchakian so they could review the concerns. She believed some of the concerns such as the 50% cumulative access are smaller issues of the year that are being reported since this report is from 2022-23 and she believed that the money is in the next year's budget. She also asked if there were any additional comments from the Council, if so, they could be brought forth or sent to Mr. Kolchakian. Since it is due on January 1<sup>st</sup>, if it is the will of the council, Clerk Butterfield suggested they approve the Chair to work with the Executive Director and staff to look at the additional comments from the Council members and work to see about the inclusion/edits of those comments as appropriate.



Clerk Kinzel asked if other people have also seen these differences because for most years, she did this in detail and she saw quite a bit that she thought was important. She understood that it was due January 1<sup>st</sup>, but since this was the first packet they had gotten, that was when she did the review of it. She thought it would be important for the members of the Budget Committee to comment on these numbers. Even things like the expenditure compared to the revenue, only the expenditure that fell under the budget was being shown, without including subsidies that they had to receive from their local governments to even keep the operations going. She thought some of that would be very important information to articulate to the Legislature and the Senate, to show them what was happening with the reduced budgets that they had.

**Clerk Peacock amended his motion to allow the Chair to work with CCOC Staff to incorporate the edits mentioned. Seconded by Clerk Newton. The motion passed with opposition from Clerk Kinzel.**

Clerk Miller asked if the CCOC was allowed an extension. Mr. Dew answered that no, an extension was not provided for in the statute. Clerk Butterfield suggested that they submit the report on time. They could submit an amended report or follow up after the due date if necessary.

Clerk Butterfield also mentioned that going into the next year she would like to consider using the Budget Committee to review this report first since many of Clerk Kinzel's comments were related to the budget. Clerk Kinzel agreed and mentioned that would be great since she is on the Budget Committee.

## **Agenda Item 5 – Committee and Workgroup Reports**

### **a) Budget Committee**

Clerk Russell provided an update on the Budget Committee. They met in October 2023 to set the committee calendar and work plan for the upcoming year. They would continue to build the CFY 2024-25 budget based on their success in the previous years. They canceled the December meeting since they did not have a full agenda, but they would be meeting again in February or March. After Session, they would know the success of their priority bill. The Committee had four active workgroups which were listed as follows: Jury Management, Compliance, Needs-Based Budget, and Living Wage Analysis workgroups. CCOC staff are currently committed to the settle-up process and would be reaching out to the Clerks' offices as needed. The item that was removed from the current meeting related to the operational budget changes will be brought to the next Council meeting. She finished by thanking all the Clerks and staff who gave help to different workgroups and different projects, which proved extremely helpful to the budget committee.

### **b) PIE Committee**

Clerk Roth stated that the PIE committee met on December 1<sup>st</sup> via WebEx and the meeting materials were published on the CCOC website. The Quarter 4 Performance Measures and Action Plans (PMAP) report was reviewed and approved by the PIE Committee. Johnny Petit, CCOC Actuarial Performance Analyst, presented the Quarter 4 end-of-year cases and

subcases report at the meeting as well. Lake County Clerk Cooney presented two options for updates to the current peer groups and the PIE committee directed CCOC staff to send the peer group information to all Clerks and their staff for comments. CCOC staff would include a comparison of the current peer groups to the proposed peer groups. Responses will be gathered and presented in the PIE committee meeting on March 15, 2024. Since no votes were taken on the two options, they would have time to review those options as well as collect comments from other Clerks. Should the new peer group be adopted, it would then move to the Executive Council meeting on March 18, 2024. The email regarding the peer group analysis will be sent following the current meeting, with comments/inquiries that are due to CCOC staff by Friday, February 23, 2024. The deadlines for this were strict because they must take action to have the report done in time for the Budget Committee to get going with next year's budget. Clerk Roth also mentioned that standing workgroups are actively working on some improvements with the case counting and case weights.

**Clerk Roth made a motion to approve the CFY 2022-23 Quarter 4 Performance Measures and Action Plans Report. Clerk Peacock seconded the motion. Clerk Kinzel opposed. Motion carried.**

**c) Legislative Committee**

Mr. Kolchakian stated that Mr. Dew asked him to take over staffing the CCOC Legislative Committee since Mr. Welty has left the CCOC to serve as the Jefferson County Clerk. With Legislative session less than a month away, the Clerks had 2 items to discuss regarding their submission to the Justice Administration Commission (JAC). The first is \$2.7 million for the Baker Act and Marchman Act reimbursement and sexually violent predators' reimbursement. The second was the continuation of the recurring \$11.7 million for jury reimbursement funding. CCOC also requested to increase the amount for jury reimbursement. Mr. Kolchakian mentioned they had a virtual CCOC Legislative Committee meeting planned for Monday, December 18, 2023, at 11 am. Lastly, he requested the assistance of Clerks and staff in completing bill analyses as they come in for session since we always need the Clerks' expertise. He stated that any assistance would be appreciated.

**Agenda Item 6 – Update on Guardianship Data Transparency Project**

Mr. Dew presented the report as Clerk Burke was unable to attend the meeting. He stated we are currently making good progress. We initially thought we could go live with the database in November or December. However, our projected date to go live has been moved back to April. This is occurring first, because the Office of Public and Professional Guardians (OPPG) stopped sending us their data in October because they suspended their system while implementing a new one. CCOC hopes to get better data from OPPG on individual guardians by the end of December. The second concern, is that once we start again receiving data from OPPG, it could take potentially two months for our vendor, Cloud Navigator, to make sure that they grabbed the data correctly from the OPPG system and converted it into their database. Mr. Dew stated that while the building of the CCOC Guardianship database is complete, we are still in the process of helping assure that the data within the system will be correct before we go live. He thanked our vendor Cloud Navigator, the Association leadership, and the Clerks for all their help regarding the data retrieval process.

**Agenda Item 7 – Report on TCBC**

Judge Soto presented the report on the Trial Court Budget Commission (TCBC). In October 2023 the Commission met to discuss the statewide fiscal impact analysis developed by the Judicial Circuit Assessment Committee's Fiscal and Resource Subcommittee as it related to the potential fiscal impact judicial circuit consolidation would have on Florida's trial courts, clerks, state attorneys, public defenders, local law enforcement resources, and other justice entities. The Fiscal and Resource Subcommittee found that on a statewide basis, consolidation would have no positive long-term fiscal impact as it related to the work of the trial courts and most state agencies of local and state law enforcement, and an overall negative fiscal impact as it related to the work of the state attorney and public defenders. TCBC members noted that consolidation would have an adverse financial impact on conflict councils and may lead to County Judges no longer being elected by their localities. The TCBC's feedback during this discussion would be shared with the full assessment committee before the submission that was sent out on December 1<sup>st</sup>.

The TCBC met again in November of 2023 to approve and revise the fiscal impact for the expansion of court interpreting services to all court proceedings and court-managed activities. This fiscal impact was provided by the TCBC on Trial Court Performance and Accountability for consideration when recommending an operational plan for the expansion of the Supreme Court. At the November 2023 meeting, the TCBC also approved the reallocation of the vacant Child Support Hearing Officer from the 5<sup>th</sup> to the 10<sup>th</sup> circuit and addressed the minimum salaries of administrative positions. It's anticipated that the TCBC will meet again in the first quarter of 2024.

**Agenda Item 8 – Appointment of Jason Welty as Jefferson County Clerk**

Chair Butterfield announced that Jason Welty, who served as the CCOC Deputy Executive Director, has been appointed by the Governor to be the Jefferson County Clerk of Court. A statement from the Governor noted that "he was banking on a long-time state government finance person to bring stability to the clerk and comptroller's office in Jefferson County." He appointed Jason Welty because he "was a solid choice for the job." Jason Welty is expected to hold the position until another individual is elected Clerk in the November 2024 election and at some point after that return to the CCOC.

**Agenda Item 9 – Other Business**

John Dew wanted to mention they would not be hiring an interim Deputy Executive Director. He believed it would not make sense because it would take a year to train someone new. They were having staff step up and he would like to provide compensation to staff at some point for taking on the additional work which was previously done by the Deputy Executive Director. Clerk Butterfield asked Mr. Dew to work with the Treasurer on some compensation ideas and bring those back to the Council at the next meeting on March 18, 2023.

**Chair Butterfield adjourned the meeting at 3:20 PM.**



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### AGENDA ITEM 3a

**DATE:** March 18, 2024  
**SUBJECT:** Update on CCOC CFY 2023-24 Office Budget  
**COUNCIL ACTION:** Accept Latest Office Budget

#### OVERVIEW:

Through 33% of the year, the CCOC office has expended just under 25% of the budget.

**COUNCIL ACTION:** Approve the budget update

**LEAD STAFF:** John Dew, Executive Director

#### ATTACHMENTS:

1. CFY 2023-2024 CCOC Office Budget (October 2023 through January 2024)



**CCOC Budgetary Report**  
**County Fiscal Year 2023 - 2024**  
**(October 1, 2023 - September 30, 2024)**

	Budget Category Amount	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Year to Date Expenditures	(%) of Budget Expended
<b>CCOC STAFF:</b>	<b>\$1,065,545.89</b>	<b>\$76,796.93</b>	<b>\$71,746.29</b>	<b>\$67,039.54</b>	<b>\$63,869.22</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$279,451.98</b>	<b>26.23%</b>
Total Salaries	\$720,545.89	\$53,808.08	\$48,359.09	\$46,311.54	\$44,230.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$192,709.60	26.74%
Executive Director	\$161,003.47	\$13,416.95	\$13,416.95	\$13,416.95	\$13,416.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53,667.80	33.33%
Deputy Executive Director	\$112,418.23	\$9,368.19	\$3,459.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,827.39	11.41%
Budget & Communications Director	\$93,454.11	\$7,787.85	\$7,787.85	\$7,787.85	\$7,787.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,151.40	33.33%
Actuarial and Performance Analyst	\$55,547.75	\$4,628.98	\$4,628.98	\$4,628.98	\$4,628.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,515.92	33.33%
Budget Manager I - Rafael	\$42,168.30	\$3,513.11	\$3,513.11	\$3,513.11	\$3,513.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,052.44	33.32%
Data Quality Officer	\$47,085.71	\$3,927.31	\$3,927.31	\$3,927.31	\$3,927.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,709.24	33.36%
Project Manager	\$88,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Prf Policy and Education Director	\$83,058.72	\$6,921.56	\$6,921.56	\$6,921.56	\$6,921.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,686.24	33.33%
Executive Assistant/Human Resources	\$37,609.60	\$3,134.13	\$3,134.13	\$3,134.13	\$3,134.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,536.52	33.33%
Internal Revenue(Corporation Responsibility)	\$75,000.00	\$3,656.17	\$2,749.55	\$2,749.55	\$3,396.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,551.89	16.74%
Retirement, Benefits and Other	\$270,000.00	\$20,442.68	\$22,207.65	\$20,960.10	\$17,142.71	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80,753.14	29.91%
<b>OPS STAFF:</b>	<b>\$34,000.00</b>	<b>\$1,110.00</b>	<b>\$1,570.00</b>	<b>\$2,981.65</b>	<b>\$901.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$6,562.65</b>	<b>19.30%</b>
<b>GENERAL EXPENSES:</b>	<b>\$85,200.00</b>	<b>\$5,093.72</b>	<b>\$9,398.02</b>	<b>\$3,997.55</b>	<b>\$4,932.54</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$23,421.83</b>	<b>27.49%</b>
Rent (Including Utilities)	\$50,200.00	\$3,622.31	\$3,592.31	\$3,584.80	\$3,604.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,403.46	28.69%
Communications (+ Internet and Phone)	\$5,000.00	\$314.62	\$199.35	\$296.65	\$301.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,112.44	22.25%
Equipment, Supplies and Other	\$30,000.00	\$1,156.79	\$5,606.36	\$116.10	\$1,026.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,905.93	26.35%
<b>TRAVEL:</b>	<b>\$40,000.00</b>	<b>\$685.81</b>	<b>\$796.53</b>	<b>\$0.00</b>	<b>\$4.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,486.34</b>	<b>3.72%</b>
<b>STAFF TRAINING:</b>	<b>\$10,000.00</b>	<b>\$1,520.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5,817.59</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$7,337.59</b>	<b>73.38%</b>
<b>CONTRACTUAL EXPENSES:</b>	<b>\$284,563.00</b>	<b>\$18,365.00</b>	<b>\$20,480.79</b>	<b>\$16,198.05</b>	<b>\$28,395.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$83,438.84</b>	<b>29.32%</b>
General Counsel	\$65,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00	23.08%
FY 22-23 Survey, Reporting, and Other Services	\$203,563.00	\$13,365.00	\$15,480.79	\$11,198.05	\$13,395.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53,438.84	26.26%
Audit Services	\$16,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00	93.75%
<b>EDUCATION SERVICES</b>	<b>\$397,200.00</b>	<b>\$36,000.00</b>	<b>\$24,000.00</b>	<b>\$16,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$76,500.00</b>	<b>19.26%</b>
<b>TOTALS:</b>	<b>\$1,916,508.89</b>	<b>\$139,571.46</b>	<b>\$127,991.63</b>	<b>\$106,716.79</b>	<b>\$103,919.35</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$478,199.23</b>	<b>24.95%</b>

\*CCOC Staff has the authority to spend beyond category amounts as long as they stay within the total Annual Budget Authority.

*J. Durr 3/4/24*

*Stanna & RAN 3/5/2024*





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## AGENDA ITEM 3b

**DATE:** March 18, 2024  
**SUBJECT:** Update on Cyber Security Protection  
**COUNCIL ACTION:** Approve Actions Taken

### OVERVIEW:

At the December 13<sup>th</sup>, 2023, Executive Council meeting, CCOC Treasurer Laura Roth reported that the CCOC office had been attacked through email by a phishing effort and the result was dollars from our bank were sent to a fraudulent account. Mr. Dew notified the CCOC President and Treasurer and called in the FBI to investigate. This investigation is ongoing.

Members of the Council required Mr. Dew to seek a quote from our insurance company for cyber insurance and bring that back to the Council. Members suggested that if we do not currently have Positive Pay services with our bank, we should obtain this. Also, it was suggested that the CCOC office have an external IT controls audit be done by a third-party entity outside of staff or current contractors.

Since the December 13<sup>th</sup> meeting, the CCOC office has done the following:

- Purchased Microsoft Office Defender for all staff computers.
- Purchased Knowb4 Services.
- Received a Quote from our insurance company for cyber insurance.
- Hired an outside vendor to conduct an external IT controls audit.
- Added to our banking process Positive Pay and ACH security.

**COUNCIL ACTION:** Approve the CCOC office obtaining cybersecurity insurance through current company providing insurance to CCOC, have staff obtain quotes from other insurance agents, or refrain from obtaining such insurance. When we originally sent out a request for a quote, we did not have the current security in place or have the IT controls audit completed.

**LEAD STAFF:** John Dew, Executive Director

### ATTACHMENTS:

1. Cyber Insurance Policy Quote

*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.*

## John Dew

---

**From:** Bobby Bacon <bbacon@earlbacon.com>  
**Sent:** Friday, March 1, 2024 6:48 PM  
**To:** John Dew  
**Cc:** Lauren Bacon  
**Subject:** Cyber Coverage Update

John,

We've received three quotes thus far for Cyber coverage for FLCCOC. The best one overall is through Arch Insurance Company. Arch may not be that familiar of a name to you, but they are a large international insurer we use quite a bit for non-profit organizations.

Network and Information Security Liability, Regulatory Defense, MultiMedia Content Liability, PCI Fines and Assessment coverage, Network Breach Response, Crisis Management and Public Relations Expense, Cyber Extortion, Business Interruption and Extra Expenses, Digital Asset Restoration, Computer Replacements, and Reputational Harm Repair would carry a limit of \$1,000,000. Each claim would carry a deductible of \$5,000.

The annual premium would be \$4,250.40 including all taxes and fees.

Funds Transfer Coverage would be contingent on verifying such requests through a secondary method of communication. (Effectively, confirming such transfers via a pre-established phone number with the requester)

We also received terms from CFC which is the company the Earl Bacon Agency uses for our Cyber coverage at \$6,930 annually. In addition to the higher premium, they would exclude Cyber Extortion coverage (Ransomware) claims. Cowbell Cyber quoted \$6,690.

Travelers, Houston Casualty (this is the company [Tokio Marine] you completed the application for), and Ambridge declined to offer terms.

We still have some submissions pending, but I don't expect anything to be better than the offer from Arch.

I have a few questions for the underwriter about the offer from Arch, but won't have an opportunity to speak to her until Monday. I know you wanted to get this information as soon as possible, so I'm sending what we have tonight. We can provide a detailed proposal if that would be helpful.....

I'll follow up Monday once I have the details from the underwriter.....

In the meantime, let me know if you have any questions.....

-BB



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## AGENDA ITEM 3c

**DATE:** March 18, 2024  
**SUBJECT:** Office Staffing-Compensation  
**COUNCIL ACTION:** Approve Compensation for Staff

### OVERVIEW:

As the Council may be aware, Nicole Taylor, the Guardianship Database Manager was hired from our office in August 2023 to work for the FCCC. She volunteered to help for a few months; however, the project is taking longer to go live than anticipated. The CCOC Executive Director took on the responsibility of managing the project full-time with the help of two other CCOC staff members.

In November 2023, the Governor appointed Jason L. Welty as the Clerk of Jefferson County. Instead of hiring a new Deputy Executive Director, Mr. Dew and Griffin Kolchakian took on the duties previously assigned to Mr. Welty. Likewise, other CCOC staff took on some of the responsibilities overseen by the Deputy Executive Director. In January 2024 we had our Budget Manager I Rafael Ali-Lozano hired away to become the DeFuniak Springs City Clerk. He received a significant increase in salary and was able to move back close to his hometown. In February 2024, our Office Manager Andrea Rice accepted a job with the JAC making a better salary while also allowing her to work from home three days a week.

The Budget Manager I and Office Manager positions will be filled the week of March 11<sup>th</sup>. However, now we also have the Performance, Policy, & Education Director position vacant. We will not fill the Deputy Executive Director and Guardianship Project Manager positions.

In order to reward our remaining employees that have and will continue to take on additional responsibilities during this calendar year, I would like to be given authority to work with the CCOC Treasurer to provide additional compensation to those staff that have remained with the CCOC and taken on additional responsibilities. It will be limited to no more than a 10% compensation increase for such staff and at the end of the year we will still remain within the overall CCOC staff budget authority. The expected budget for the increase would be approximately \$36,000.

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**COUNCIL ACTION:** Approve providing the CCOC Executive Director with the ability to work with the CCOC Treasurer to provide no more than a 10% compensation to employees that have taken on additional responsibilities. Receiving compensation could be contingent on such staff agreeing to remain at the CCOC at least until the end of calendar year 2024 if the Council wanted this as a contingency to such an increase.

**LEAD STAFF:** John Dew, Executive Director



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## AGENDA ITEM 3d

**DATE:** March 18, 2024  
**SUBJECT:** Update on CCOC Office Audits  
**COUNCIL ACTION:** Information Only

### OVERVIEW:

Annually, there is a financial audit conducted of the CCOC Office by the firm of Law, Reed CPAs and Advisors. The firm sent us an engagement letter to audit our CFY 2022-23 last month. They are currently in the process of conducting the audit and have been provided information they have requested. We expect to have the audit completed by May 2024.

Every three years, by statute, the State's Auditor General's Office is required to conduct an audit of the CCOC. As noted at our December meeting, the auditors conducted an Entrance Conference in November 2023. According to their staff, they expect the audit to be complete soon after our March 18<sup>th</sup> meeting. However, they have to go through an internal review process prior to providing us the results.

The CCOC Secretary/Treasurer and Chair have been kept up to date on the progress of the audits. The Executive Director will continue to provide information as we receive it.

**COUNCIL ACTION:** Information only

**LEAD STAFF:** John Dew, Executive Director





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OKALOOSA COUNTY

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## AGENDA ITEM 4a

**DATE:** March 18, 2024  
**SUBJECT:** Executive Committee Update  
**COUNCIL ACTION:** Approve Committee Actions

### OVERVIEW:

The CCOC Executive Committee met on March 7<sup>th</sup>, upon request from the CCOC Executive Director, to approve a contract for financial and accounting services and a proposal from a vendor for reviewing the security of the CCOC Office IT.

The contract with our vendor for financial and accounting services was terminated in early February. Because we are in the middle of two audits, the Executive Director asked that the Executive Committee approve a replacement as soon as possible. The committee approved hiring the firm of Thomson Brock Luger & Company. The hourly rate is \$6 more per hour than our previous contract and allows the maximum amount of \$26,100 which is \$2,250 more than the previous contract.

At the December Executive Council meeting, it was suggested by Clerk Peacock that the CCOC strongly consider having an external IT controls audit done. To ensure we had some results available to report to the Council at the March 18<sup>th</sup> meeting, the Executive Director requested that the Executive Committee approve the proposal. The Committee approved hiring Erickson Security for \$30,600. The vendor is required to conduct an internal penetration test, internal vulnerability assessment, web application penetration test, azure security review, and a Microsoft 365 security review. This would also include remediation testing.

The Executive Committee approved moving forward with both the contract for the financial and accounting services and hiring Erickson Security to conduct an external control review. We will have some results of the review which we will present at our March 18<sup>th</sup> CCOC meeting.

**COUNCIL ACTION:** Retroactively approve Executive Committee actions

**LEAD STAFF:** John Dew, 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.*

**ATTACHMENTS:**

1. CCOC Executive Committee Agenda
2. Contract with Thomson Brock Luger & Company
3. Erickson Security Proposal



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## EXECUTIVE COMMITTEE MEETING

March 6 , 2024

Meeting: 4:00 PM, Eastern

### Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 241 669 667 633

Passcode: TnWL4u

Call to Order.....	Hon. Stacy Butterfield
Roll Call.....	Hon. Laura Roth
1) Introduction and Agenda Approval .....	Hon. Stacy Butterfield
2) Review of Contract with CPA for Internal Audit Services.....	Hon. Laura Roth
3) Review of Contract for IT Services Review .....	John Dew
4) Other Business .....	Hon. Stacy Butterfield

**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.

## **DRAFT PROFESSIONAL SERVICES AGREEMENT**

This Agreement made this 6<sup>th</sup> day of March 2024, 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 Thomson Brock Luger & Company (hereinafter "Vendor"), 3375-G Capital Circle NE, Tallahassee, Florida 32308.

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 of financial and accounting services 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 Assignments shall be directed by the Executive Director or the Contract Manager.
- 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. Financial and Accounting Services
- 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.

## **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 Provide financial and accounting assistance to the CCOC staff with reconciliation of bank accounts, payment of payroll taxes and liabilities, and submission of reports.
- 2.2 Provide assistance in tracking and auditing CCOC's fixed assets.
- 2.3 Ensure compliance with established internal control policies and procedures by examining records, reports, operating practices, and documentation.
- 2.4 Assist in providing financial data where needed to respond to auditor findings and recommendations.
- 2.5 Assist CCOC staff with quality control by reviewing work papers, reports, and charts developed by CCOC staff.

## **SECTION 3: COSTS**

### **3.1 Rate of Payment**

The Corporation's performance and obligation to pay under this contract is contingent upon an annual appropriation by the State of Florida Legislature. Payment for production labor by the Corporation to the Vendor shall be based on the hourly production rate of \$105 per hour. Total contract costs not to exceed \$28,350. 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.

### **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.

### **3.3 Invoices**

The Vendor shall invoice the Corporation upon acceptance of a deliverable by the Corporation, or where appropriate, by the fifteenth of each calendar month for the costs for services rendered by Vendor hereunder for the previous calendar month. Such invoice shall identify the services performed, the dates of such service, Vendor's employee(s) performing service. Direct expense reimbursements, included on invoice shall be supported by appropriate documentation. Invoices are to be provided to the CCOC Executive Director by the 15 of the following month that the work was conducted. Invoices received more than thirty (30) days past the due date are subject to a reduction of payment by 2% per month for each month it is past due. The Corporation shall pay such invoices within thirty (30) days of receipt.

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



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

#### **SECTION 4: TERM OF AGREEMENT**

##### **4.1 Term**

This Agreement shall be effective upon the later of the dates signed by the parties and continuing until the Agreement is terminated or canceled under provisions of the Agreement, but no later than December 31, 2024.

##### **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.
- 5.2 All direction for services shall be either verbally or in writing by the Executive Director or the Executive Director's designee.
- 5.3 All services described in the Agreement shall be performed by and/or under the direct supervision of John K. Kirk, (telephone number 850-385-7444), or another person of similar experience designated by Vendor and approved, in writing, 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 by request in writing, the vendor shall have 10 days to produce the items requested.
- 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 physical 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.
- 5.9 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

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, 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. Vender 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 Vender 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.

##### **CORPORATION**

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

##### **Vendor**

John K. Kirk, CPA  
Thomson Brock Luger & Co.  
3375-G Capital Circle NE  
Tallahassee, FL 32308

#### 6.12 Pronouns/Gender

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

#### 6.13 Equitable Remedies

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

#### 6.14 Litigation Expenses

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

#### 6.15 Waiver

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

#### 6.16 Assignments

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

#### 6.17 Public Announcements

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

#### 6.18 Arbitration

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

#### 6.19 No Minimum Level of Work

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

#### 6.20 Fraud Policy

Pursuant to 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").

##### 6.21 Background/Objective

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

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



statement, the CCOC hereby reaffirms its longstanding duty and responsibility to aggressively combat such behavior.

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

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

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

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

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

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

#### **Definitions and Examples of Fraud, Waste, Abuse and Corruption**

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

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

- Knowingly providing false information on job applications and requests for funding;

## 6.22 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.

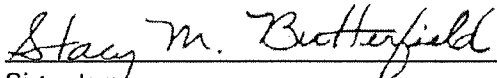
Allegations or matters of conduct deemed outside the scope of this policy, such as supervisory or personnel-related issues, may be referred to the respective area of management or the Human Resources Section for review and appropriate action.

## 6.23 Actions

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

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the Effective Date of March \_\_\_, 2024.

**Florida Court Clerk of Court  
Operations Corporation**

  
Signature

Stacy Butterfield  
Chair

03/7/2024  
Date

**John K. Kirk, CPA**

  
Signature

John K. Kirk, CPA  
Thomson Brock Luger & Company

3/7/2024  
Date





# Erikson Security

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## Security Assessment Statement of Work

Florida Clerks of Court  
Operations Corporation

March 5, 2024

### Change Revision

Version	Date	Author	Description
1.0	2/27/2024	David Blake	Initial Proposal
1.1	3/5/2024	David Blake	Final Revision (Add signature page, remove "PROPOSAL" watermark, adjust dates)

### Contacts

Name	Title	Phone	Email
David Blake	Consultant	336-671-7317	dblake@eriksonsecurity.com

### Copyright and Proprietary Information Notice

*All content contained within this Statement of Work (SoW), including but not limited to written reports, analyses, diagrams, and presentations, are the proprietary and confidential information of Erikson Security, LLC and are provided for the sole purpose of conducting and improving security posture as outlined in this SoW. This document and its contents are provided under the agreement that they will not be shared, disclosed, or reproduced in whole or in part without the express written consent of Erikson Security, LLC. All rights, including copyright, are reserved by Erikson Security, LLC. Unauthorized use, duplication, or distribution of this document or any of its contents is strictly prohibited and may be punishable by law.*

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# Executive Summary

## Project Overview

This Statement of Work (SoW) outlines the security assessment services to be provided for Florida Clerks of Court Operations Corporation. The objective is to identify vulnerabilities, potential security weaknesses, and provide recommendations for strengthening the security posture of the organization's IT environment.

## Objectives

- To identify and prioritize security vulnerabilities in the client's external and internal network infrastructure.
- To assess the security of web applications against industry best practices and known vulnerabilities.
- To review the configuration and security posture of Azure and Microsoft 365 environments.

## Scope

*Note: There are no known daily time restrictions on when testing can be performed.*

### External Penetration Test

- One (1) external IP address

### Web Application Penetration Test

- Two (2) publicly available web applications
  - Option 1
    - Unauthenticated testing only of both applications
  - Option 2
    - Unauthenticated and authenticated testing of both applications

### Internal Vulnerability Assessment

- Less than 20 internal systems
- Scanning will be performed from a system inside the network
- Appropriate administrative credentials to be provided for each in-scope system

## Internal Penetration Test

- Less than 20 internal systems and users
- One (1) Active Directory domain
- Testing will be performed from a system inside the network based on starting scenario

## Azure Security Review

- One (1) Azure tenant
- Azure subscriptions are out-of-scope

## Microsoft 365 Security Review

- One (1) Microsoft 365 billing account

## Remediation Testing and Review

- Retest and review of discovered issues that were stated as remediated
  - One (1) remediation assessment
    - Retest to be performed within 120 days of initial deliverable(s) release

# Methodology

This methodology section provides a structured approach to each phase of the security assessment, ensuring comprehensive coverage of the organization's security posture.

## Initial Assessment

### External Penetration Test

- **Reconnaissance:** Collect publicly available information to identify potential targets and understand the external digital footprint.
- **Scanning:** Use automated tools to scan for open ports, services, and vulnerabilities on external-facing systems.
- **Vulnerability Assessment:** Analyze the findings from the scanning phase to identify exploitable vulnerabilities.
- **Exploitation:** Attempt to exploit identified vulnerabilities to gain unauthorized access or extract data, simulating an attacker's approach.

### Internal Vulnerability Assessment

- **Network Scanning:** Scan the internal network for devices, services, and vulnerabilities using a range of automated tools.
- **Vulnerability Identification:** Assess the scan results to identify vulnerabilities, focusing on severity and potential impact.
- **Risk Analysis:** Evaluate the risks associated with identified vulnerabilities in the context of the organization's environment.

### Internal Penetration Test

- **Pre-Engagement:** Define the scope and rules of engagement with stakeholders to ensure a clear understanding and minimize operational impact.
- **Initial Exploitation:** Utilize identified vulnerabilities from the internal vulnerability assessment to gain initial access to systems.
- **Lateral Movement:** Attempt to move across the network to access critical systems and data, emulating a malicious insider or a compromised account.
- **Persistence and Escalation:** Test the ability to maintain access and escalate privileges within the network.

### Web Application Penetration Test

- **Application Mapping:** Perform a thorough examination of the web application to understand its structure, functionalities, and entry points.
- **Vulnerability Scanning:** Use automated tools and manual techniques to identify security weaknesses and technical vulnerabilities.

- **Exploitation:** Attempt to exploit identified vulnerabilities, focusing on injection flaws, broken authentication, sensitive data exposure, and cross-site scripting (XSS).
- **Business Logic Testing:** Test the application's business logic for flaws that could be exploited in a real-world attack.

## Azure Security Review

- **Configuration Review:** Examine Azure environments against best practices for security, compliance, and performance.
- **Identity and Access Management (IAM) Review:** Assess the policies and controls around user identities, permissions, and roles.
- **Resource and Network Security:** Evaluate the security configuration of Azure resources and network architecture.
- **Data Protection and Compliance:** Review data storage, encryption, and compliance settings against regulatory requirements.

## Microsoft 365 Security Review

- **Configuration and Compliance Check:** Review Microsoft 365 tenant configurations, including security and compliance settings.
- **Email Security:** Assess email protection mechanisms, including anti-phishing, anti-malware, and spam filters.
- **Data Governance:** Evaluate data loss prevention (DLP), encryption, and information protection policies.
- **Identity and Access Management (IAM):** Review the implementation of conditional access, multi-factor authentication (MFA), and role-based access control (RBAC).

# Remediation Testing

After the completion of the initial security assessment phases and the implementation of the recommended remediations by the client, a follow-up assessment is conducted to validate the effectiveness of the remediation efforts and to ensure that previously identified vulnerabilities have been adequately addressed. This phase is critical for closing the loop on the security assessment process and ensuring ongoing improvements to the security posture.

- **Remediation Plan Review:** Begin with a review of the remediation actions taken by the client in response to the initial assessment findings. This involves discussions with relevant teams to understand the scope and depth of the remediation efforts.
- **Verification Scans:** Conduct targeted scans and tests focusing on the areas where vulnerabilities were previously identified. This includes using automated tools and manual testing techniques to verify that vulnerabilities have been resolved and that no new vulnerabilities have been introduced during the remediation process.
- **Remediation Validation Report:** Produce a detailed report that outlines the findings of the remediation assessment, including evidence of remediation, any remaining vulnerabilities, and recommendations for further action if necessary. This report serves as a record of the progress made in enhancing the organization's security posture.



- **Feedback and Improvement Session:** Organize a session with key stakeholders to discuss the findings of the remediation assessment, provide feedback on the remediation efforts, and discuss strategies for continuous improvement in security practices.

The Remediation Assessment methodology is designed to ensure that remediation efforts are thoroughly validated, providing organizations with confidence in their security measures and a clear path toward continuous security improvement. This comprehensive approach helps to ensure that vulnerabilities are not only identified and fixed but that the fixes are effective and sustainable over time.

## Deliverables

Deliverable	Description
<b>Comprehensive Security Assessment Report</b>	<p>A consolidated report that includes all phases of the security assessment:</p> <p><b>External Penetration Test:</b> Findings, vulnerabilities, test methods, evidence of breaches/exploits, and remediation recommendations</p> <p><b>Internal Vulnerability Assessment:</b> Results of the vulnerability scan, severity of detected vulnerabilities, and corrective actions.</p> <p><b>Internal Penetration Test:</b> Summary of findings, exploited vulnerabilities, impact assessment, and security enhancement recommendations.</p> <p><b>Web Application Penetration Test:</b> Analysis of web application security, vulnerabilities, exploitation attempts, and security recommendations.</p> <p><b>Azure Security Review:</b> Overview of Azure security posture, vulnerabilities, misconfigurations, and cloud security enhancement recommendations.</p> <p><b>Microsoft 365 Security Review:</b> Assessment of Microsoft 365 configurations, security gaps, compliance issues, and security recommendations.</p>
<b>Executive Summary</b>	An integrated high-level summary within the comprehensive report, highlighting key findings, critical vulnerabilities, and prioritized recommendations for executive leadership.
<b>Internal Vulnerability Assessment Findings Spreadsheet</b>	A spreadsheet detailing each identified vulnerability during the internal vulnerability assessment phase, including location, severity, potential impact, and preliminary remediation advice.
<b>Remediation Guidance and Best Practice Advice</b>	Detailed strategies and best practices for remediating identified vulnerabilities, included within the comprehensive report to assist in improving the security posture.
<b>Debriefing Session</b>	A session with key stakeholders to discuss the comprehensive report's findings, clarify any aspects, and strategize for remediation and improvement steps.



## Pricing

### Cost and Hours Breakdown

Phase	Estimated Hours	Cost per Hour	Phase Cost	w/ Remediation Testing
External Penetration Test	5	\$150	\$ 750.00	\$ 900.00
Internal Vulnerability Assessment	15	\$150	\$2,250.00	\$2,700.00
Internal Penetration Test	30	\$150	\$4,500.00	\$5,400.00
Web Application Penetration Test (Two Apps)	80	\$150	\$12,000.00	\$14,400.00
Azure Security Review	20	\$150	\$3,000.00	\$3,600.00
Microsoft 365 Security Review	20	\$150	\$3,000.00	\$3,600.00
<b>Total</b>	<b>170</b>			<b>\$30,600.00</b>

*Note: Costs and hours are estimates and may be subject to adjustments based on the specific needs and complexity of the client's environment. Phases can be removed or added, based on client needs.*

## Timeline

The total assessment is scheduled over a 7-week period, subject to the complexity and size of the environment.

- Week 1: External Penetration Test
- Week 1-2: Internal Vulnerability Assessment
- Week 3: Internal Penetration Test
- Week 4-5: Web Application Penetration Test
- Week 6: Azure Security Review
- Week 7: Microsoft 365 Security Review

## Location

All work will be performed remotely via public internet and/or access methods provided by the organization.

# Terms and Conditions

The following terms and conditions shall apply for this, and all revisions, Statement of Work (SoW) between Erikson Security, LLC (SERVICE PROVIDER) and Florida Clerks of Court Operations Corporation (CLIENT).

## Intellectual Property

- **Ownership:** All methodologies, tools, and software used in the execution of this SoW remain the property of SERVICE PROVIDER. Any modifications or improvements made during the engagement will also be the property of SERVICE PROVIDER.
- **Client Data:** All data, information, and materials provided by CLIENT for the purpose of this engagement remain the intellectual property of CLIENT. SERVICE PROVIDER acknowledges that no ownership of CLIENT's intellectual property rights is transferred as a part of this agreement.

## Confidentiality

- **Agreement:** Both parties agree to maintain the confidentiality of all information shared during and after the completion of the engagement. Confidential information shall not be disclosed to third parties without prior written consent from the disclosing party.
- **Security:** SERVICE PROVIDER will implement reasonable and appropriate measures to protect the confidentiality and integrity of CLIENT's data.

## Limitation of Liability

- **Liability Limit:** SERVICE PROVIDER's total liability under this SoW for all claims shall not exceed the total amount paid by CLIENT for the services rendered.
- **Indirect Damages:** In no event will SERVICE PROVIDER be liable for any indirect, incidental, special, or consequential damages arising out of or related to this SoW, regardless of the foreseeability of those damages.

## Authorization for Testing

- **Consent:** CLIENT authorizes SERVICE PROVIDER to perform security assessment activities as outlined in the SoW. This includes access to CLIENT's systems, networks, and data as necessary for the completion of the engagement.
- **Legal Compliance:** CLIENT confirms that they have the legal authority to engage in these activities and that the testing will not violate any laws or regulations.

## Deliverable Acceptance

- **Review Period:** CLIENT will have a period of 30 business days from the receipt of each deliverable to review and either accept or provide detailed feedback on the deliverable.
- **Corrections:** Should any deliverables be deemed unsatisfactory, SERVICE PROVIDER agrees to make reasonable corrections at no additional cost to CLIENT, provided the feedback is given within the specified review period.

- Final Acceptance: Deliverables shall be considered accepted if CLIENT does not provide feedback within the review period.

### **Termination**

- Termination for Convenience: Either party may terminate this SoW with 30 days' written notice to the other party.
- Termination for Cause: Either party may terminate this SoW immediately upon written notice if the other party breaches any of its material obligations under this SoW and fails to cure such breach within 30 days from receipt of the breach notice.

## Authorization

This Statement of Work (SoW) is hereby approved. By signing below, both parties agree to the terms and conditions outlined in this SoW, and Florida Clerks of Court Operations Corporation authorizes Erikson Security, LLC to commence the security assessment activities as detailed in the SoW.

The undersigned representatives declare that they have the authority to bind their respective parties to this SoW.

### Florida Clerks of Court Operations Corporation

Printed Name: John D. Dew

Title: CCOC Executive Director

Signature: 

Date: 3/8/24

### Erikson Security, LLC

Printed Name: David C Blake II

Title: Owner / Consultant

Signature: 

Date: 3/7/24



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## AGENDA ITEM 4b

**DATE:** March 18, 2024  
**SUBJECT:** Budget Committee Update  
**COUNCIL ACTION:** Information Only

### OVERVIEW:

In October, the CCOC Budget Committee met to establish the committee calendar and workplan for the upcoming year. The committee will continue to build upon the successes of the recent past to establish the clerks' CFY 2024-25 budget. The next committee meetings will be virtually on March 28<sup>th</sup> at 1:30 PM and in-person in Citrus County on May 8<sup>th</sup> at 1:00 PM. Information for these meetings can be found on the CCOC website.

Committee updates include:

- Four active workgroups reviewing specific budgetary components, including:
  - The Jury Management Workgroup
  - The Living Wage Analysis Workgroup
  - The Needs-Based Budget Workgroup
  - The Compliance Investment Program Workgroup
- CCOC staff finalized the CFY 2022-23 settle-up process. Nine counties were owed \$3.2 million from the Trust Fund, and 58 counties owed \$21.4 million to the Trust Fund. Two calculated amounts will be used to build the clerks' CFY 2024-25 budget: \$11.9 million in Unspent Budgeted Funds (UBF) and \$14.2 million for the clerks' share of the Cumulative Excess (CE) of revenue.
- The CFY 2023-24 Operational Budget submissions were due on February 9<sup>th</sup>. CCOC staff are reviewing these budgets and will make outreach, if needed.
- The monthly EC Report has been updated to reflect the calculated excess change from monthly to quarterly.

**COUNCIL ACTION:** Information Only

**LEAD STAFF:** Griffin Kolchakian, Budget and Communications Director

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## AGENDA ITEM 4c

**DATE:** March 18, 2024  
**SUBJECT:** PIE Committee Update  
**COUNCIL ACTION:** Approve the CFY 2023-24 Quarter 1 PMAP Report

### OVERVIEW:

The CCOC Performance Improvement and Efficiencies (PIE) Committee met on March 15, 2024, via WebEx. At this meeting, the committee addressed the following items:

1. CFY 2023-24 Quarter 1 Performance Measures and Action Plans (PMAP) Report – The PIE Committee reviewed and approved the Quarter 1 PMAP Report, which has been posted to the CCOC website: <https://flccoc.org/ccoc-reports/#pr>. It is now moved to the Executive Council for approval.
2. Cases/Subcases Update – The Quarter 1 cases and subcases report was presented by Johnny Petit, CCOC Actuarial Performance Analyst.
3. Peer Group Analysis – Clerk Cooney presented two options for updates to the current Peer Groups. The PIE Committee reviewed the comments from clerks and discussed the options. The updated Peer Groups are up for Council approval (if the PIE Committee adopts revised Peer Groups at the March 15<sup>th</sup> meeting).

### COUNCIL ACTION:

1. Approve the CFY 2023-24 Quarter 1 PMAP Report
2. Approve Updated Peer Groups (if item is adopted by the PIE Committee)

**LEAD STAFF:** John Dew, Executive Director





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## AGENDA ITEM 4d

**DATE:** March 18, 2024  
**SUBJECT:** Legislative Committee Update  
**COUNCIL ACTION:** Information Only

### OVERVIEW:

The 2024 Legislative Session concluded on March 8<sup>th</sup>. Throughout session, the CCOC Legislative Committee partnered with the FCCC legislative team to advocate for the clerks' legislative priorities on behalf of all clerks.

### CLERKS' PRIORITY BILL:

The clerks' priority bill (HB 1077 by Representative Botana and SB 1470 by Senator Hutson) was passed by the Legislature and is awaiting the Governor's signature. This bill provides increased flexibility for funding court-related technology improvements, redirects the \$12.50 administrative fee in s. 318.18(18), F.S., from State General Revenue to the clerks, corrects the revenue redirect "glitch" fix for county summonses omitted from last year's clerks' bill, establishes a driver license reinstatement pilot program in Miami-Dade, and authorizes clerks to invest funds from the Fine and Forfeiture Fund into an interest-bearing account with earnings used for court-related operations and enhancements. The projected annual fiscal impact to clerks is \$28.8 million.

### ADDITIONAL BUDGET-RELATED ITEMS:

- Current year \$8 million appropriation in the "Back of the Bill" for the "glitch" fix
- Continued State funding for juror management reimbursement expenses
  - No cuts to the recurring \$11.7 million; increased funding was not approved
- Employer portion of FRS costs slightly increased via legislation for an estimated impact of approximately \$165,000 to the clerks
  - Employee portion of FRS costs did not increase
- Continued State funding for eNotify
  - No cuts to the recurring \$370,000

**COUNCIL ACTION:** Information Only

**LEAD STAFF:** Griffin Kolchakian, Budget and Communications Director

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## AGENDA ITEM 5

**DATE:** March 18, 2024  
**SUBJECT:** 20-Year Review of CCOC  
**COUNCIL ACTION:** Approve Review Process; Determine the need to hire a consultant

### OVERVIEW:

Last year, the CCOC celebrated its 20<sup>th</sup> year of being in existence. We have come from a staff of one to at one point having a staff of 10. While we continue to also contract out for a number of services, it is time to look back at what the CCOC office has done well, not so well, and examine what we should be doing in the future.

A survey was sent out to Clerks and staff, and we are currently reviewing the results. On March 19<sup>th</sup>, the day following the CCOC Council meeting, we will have a panel discussing the results of the survey and recommendations on how the CCOC can improve. Panel members include Chair Stacy Butterfield, Clerk Tara Green, Clerk Jason L. Welty, Shannon Ramsey-Chessman, and John Dew.

It has been suggested that the Council consider having a strategy planning session and invite Clerks and other to attend. Further, the CCOC could consider hiring someone that can lead the session or sessions, as well as examine the current structure of the CCOC office, including pay compensation.

While the CCOC Budget is typically approved for the next county fiscal year during the June Summer Conference, it can be revised at a later date with approval being needed from the full Corporation membership. Therefore, a study could be conducted during the next few months and reviewed by the Council after the Summer Conference, if necessary.

**COUNCIL ACTION:** Decide to conduct a review of the CCOC, hold a strategy planning session/s and/or hire a consultant to help with the process

**LEAD STAFF:** John Dew, Executive Director

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## AGENDA ITEM 6

**DATE:** March 18, 2024  
**SUBJECT:** Update on Guardianship Project  
**COUNCIL ACTION:** Information Only

### OVERVIEW:

We are expected to go live with the Guardianship Transparency Database in early April. It was initially expected to go live sometime in the last few months of 2023, but we were having issues getting data from the Office of Public and Professional Guardians (OPPG).

The Guardianship Operational Workgroup has met weekly for the last month, and we have identified some areas where we will need to collect additional information at the local level to meet the statutory requirement for collecting certain information. This will be communicated within the next few weeks; however, it is understood that the database will not have certain information as required by the statutes until sometime in the future. We will meet with Legislative staff to provide them with an update.

The Legislature provided the CCOC \$2.4 million dollars to create the database. We will have sufficient funds to carry us through June 2024 and expect to have some dollars that will be remitted back to the State.

**COUNCIL ACTION:** Information only

**LEAD STAFF:** Clerk Ken Burke, Pinellas County Clerk  
John Dew, Executive Director

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