

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

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Meeting Date: August 17, 2021 [ X ] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing

Department: Department of Public Safety  
Submitted By: Department of Public Safety  
Submitted For: Division of Justice Services

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to receive and file: the following executed Contractual Services Agreements with the Fifteenth Judicial Circuit (Court) for the period of July 1, 2021 through June 30, 2022:

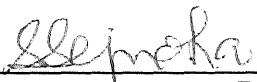

- 1. Contractual Services Agreement Professional Psychological or Expert Witness Services in Adult and/or Juvenile Criminal Matters
- 2. Contractual Services Agreement Expert Examining Committee Member Services in Guardianship Matters.

**Summary:** The Court has contracted with the Public Safety Department, Division of Justice Services to provide court ordered forensic evaluations and testimony services. Seniors, adults, teens, and children throughout the county are directed to the Forensic Psychology Office with the appropriate court order, outlining which specific evaluation is required. The scope of services provided in each agreement includes competency and psychological evaluations for adult and juvenile criminal matters, psychological evaluations for child welfare and appointment as an examining committee member in relation to guardianship matters. These agreements compensate the County for the contractual services provided to the Court. R2005-0792 authorizes the County Administrator or designee to sign agreements to provide psychological services to the Court. Countywide (SF)

**Background and Justification:** Forensic psychology services were transferred from Court Administration to the Department of Public Safety as a part of the major court reform referred to as Revision 7 to Article V as an amendment to the Florida Constitution. Since July 1, 2004, the County has contracted with the Court to provide competency and psychological evaluations for adult and juvenile criminal matters, psychological evaluations for child welfare, and appointment as an examining committee member relating to guardianship matters.

**Attachments:**

- 1. Executed Contractual Services Agreement Professional Psychological or Expert Witness Services in Adult and/or Juvenile Criminal Matters
- 2. Executed Contractual Services Agreement Expert Examining Committee Member Services in Guardianship Matters

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Recommended By:  7/14/21  
Department Director Date  
Approved By:  7/27/21  
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Personal Services	\$539,211	\$576,456			
Operating Costs	15,824	15,313			
External Revenues	(\$80,000)	(\$60,000)			
Program Income (County)					
In-Kind Match (County)					
<b>Net Fiscal Impact</b>	<u>\$475,035</u>	<u>\$531,769</u>			

# ADDITIONAL FTE

POSITIONS (Cumulative)	0	0	0	0	0
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Is Item Included In Current Budget? Yes X No \_\_\_\_\_

Does this item include the use of federal funds? Yes \_\_\_\_\_ No X

Budget Account Exp No: Fund 0001 Department 660 Unit 5226 Object varies  
Rev No: Fund 0001 Department 660 Unit 5226 RevSc 4900

B. Recommended Sources of Funds/Summary of Fiscal Impact:

This is a one year contract that spans over two fiscal years. Personal and operating expenses reflect the annual costs of Court Psychology. The revenue generated from these contracts helps to offset ad valorem. FY21 revenue reflects three months of new contract plus revenue from contract that was in effect the rest of the fiscal year, through June 30<sup>th</sup>. Competency evaluations will be paid at a rate of \$500 per evaluation for adult, \$350 for juvenile and \$300 for examining committee members. Testifying at court will be paid at a rate of \$150 per hour, not to exceed a total of \$300. Instead of being assigned to all the cases, doctors will be selected on a rotating basis. Revenue for FY22 has been prorated to reflect contract end date of June 30, 2022.

Departmental Fiscal Review: \_\_\_\_\_ *[Signature]* 7/15/21

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

<i>[Signature]</i> OFMB QA 7-19-21	LM 7/19/21	<i>[Signature]</i> Contract Administration 7-26-21 TD
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B. Legal Sufficiency:

*[Signature]*  
Assistant County Attorney

C. Other Department Review:

\_\_\_\_\_  
Department Director

This summary is not to be used as a basis for payment.

**CONTRACTUAL SERVICES AGREEMENT  
PROFESSIONAL PSYCHOLOGICAL OR EXPERT WITNESS SERVICES IN ADULT AND/OR  
JUVENILE CRIMINAL MATTERS**

This Agreement is made between the Fifteenth Judicial Circuit (the Court) and the Palm Beach County Board of County Commissioners (the County). The parties agree that:

**A. SCOPE OF WORK**

The County, through its Department of Public Safety/Court Psychology Office, will provide the following professional psychological or expert witness services, as checked below, in adult and/or juvenile criminal matters pending in Palm Beach County for the benefit of the court system on an as-needed basis when requested by the Court:

- ✓  
\_\_\_\_\_ **Adult Competency.** The County agrees to evaluate defendants under section 916.115, Florida Statutes, the Florida Rules of Criminal Procedure, and any other relevant Florida law for determinations of competency to proceed, insanity, and involuntary hospitalization or placement.
- ✓  
\_\_\_\_\_ **Juvenile Competency.** The County agrees to evaluate juvenile defendants under section 985.19, Florida Statutes, Florida Rule of Juvenile Procedure 8.095(d), and any other relevant Florida law for determinations of competency to proceed and, if applicable, recommended treatment or training.
- ✓  
\_\_\_\_\_ **Developmental Disabilities.** The County agrees to evaluate defendants under sections 916.301–.304, Florida Statutes, the Florida Rules of Criminal Procedure, and any other relevant Florida law concerning allegations of incompetence to proceed due to intellectual disability or autism.
- ✓  
\_\_\_\_\_ **Determination of Intellectual Disability as a Bar to Execution.** The County agrees to evaluate defendants under section 921.137, Florida Statutes, Florida Rule of Criminal Procedure 3.203, and any other relevant Florida law for determinations of whether a defendant either charged with or convicted of a capital felony is intellectually disabled.

**B. MINIMUM REQUIREMENTS**

Any employee used by the County to provide services under this Agreement shall:

1. Have the necessary training and licensure to provide the contracted services.
2. Provide a copy of his or her current occupational license to the Court.
3. Certify that he or she has not received a disciplinary action from the Florida Department of Health or any other licensing authority, and further certify that her or she has not entered into

any non-confidential consent agreements with a licensing authority within the five years preceding the date of this Agreement.

C. **DELIVERABLES**

The County agrees to:

1. Accept appointments for examinations of persons within the chosen category(ies) of service without regard for where the subject is located. If the County is unable to accept an appointment for examination, the County must, within three business days of receiving the order of appointment, notify the Judge who made the appointment in writing that the County is unable to perform the service.
2. Provide witness testimony in appointed cases as called upon by the courts of the Fifteenth Judicial Circuit.
3. Provide services for which the County is retained to the best of the County's ability and in conformance with Florida Statutes, rules of court, the Code of Judicial Conduct, applicable administrative orders, and relevant case law.
4. Provide services in a timely manner as set forth by court order or Florida Statute. In the event an emergency prevents the County from timely appearing or performing other duties, the County shall immediately notify the presiding Judge in writing.
5. Receive court orders and reports and transmit evaluations and reports via electronic mail.
6. Provide the Court access to all documents, papers, letters, or other materials made or received by the County in conjunction with this Agreement.
7. Notify the Chief Judge of any formal complaint filed against a County employee providing services under this Agreement by the Florida Department of Health or any other licensing authority and/or of any non-confidential consent agreements entered into between the employee and the licensing authority within ten days of entering into the agreement.

D. **COMPENSATION**

1. Payment: The County agrees to accept and shall be compensated a fee in accordance with the rates specified in Administrative Order 2.601-06/17. Payment shall be rendered only at the conclusion of services provided. Further, as set forth in section 916.115(2), Florida Statutes, if the County is appointed by the Court upon motion of counsel for the defendant to evaluate the competence of the defendant to proceed and also addresses issues related to sanity as an affirmative defense, the Court shall pay only for that portion of the County's fees relating to the evaluation on competency to proceed, and the balance of the fees shall be chargeable to the defense.
2. Travel Expenses: Should a County employee performing services under this Agreement require overnight travel to perform his or her duties under this Agreement, the County may be compensated for travel, lodging, and meal expenses incurred in association with this

Agreement in accordance with section 112.061, Florida Statutes, and the limitations set forth below. No other travel expenses are allowed under this Agreement. All allowable travel expenses must be submitted on the State of Florida Voucher for Reimbursement of Travel Expenses which is available at <https://www.flcourts.org/content/download/219316/1981842/ReimbursementVoucher.pdf>.

- a. Air Travel: The County will be reimbursed for the cost of round-trip, coach class airfare at the State of Florida rate, if available (original ticket receipt required).
  - b. Ground Transportation: Where applicable the County may be reimbursed for the use of its employee's personal vehicle at the rate of \$0.445 per mile. Rental car expenses will not be reimbursed without prior written approval from the Court.
  - c. Lodging and Meals: The County is eligible for reimbursement for lodging at a single room rate, (original receipt required) and for meals at the state rate of \$36.00 per day, consistent with travel times. Meal receipts are not required.
3. Invoices:
- a. All invoices for services provided by the County must be submitted within 30 days from the date of service using the States Court System Standardized Invoice Form.
  - b. Invoices for services are to be submitted in detail sufficient for pre-audit and post audit.
  - c. The County must submit the final invoice for each State Fiscal Year (July 1 of each year to June 30 of the following year) for payment to the Court by the last business day in July after the end of the State Fiscal Year or within thirty (30) calendar days after Agreement expires or is terminated.
  - d. Failure to timely submit request for payment may result in denial of payment.
  - e. If a duplicate invoice is sent, it must clearly state the time of the invoice, "Second Notice" or "Duplicate Invoice."
  - f. Payment will be made pursuant to section 215.422, Florida Statutes.
  - g. The Court's performance and obligation to pay under this Agreement are contingent upon the availability of funds lawfully appropriated to fulfill the requirements of the Agreement. In the event that sufficient budgeted funds are not available, the Court shall notify the County of such occurrence and the Agreement shall terminate without penalty or expense to the Court.
4. Financial Consequences: The County agrees that the Court's Contract Manager will have the right to review the County's invoice submissions for payment of the services rendered and work completed prior to disbursement or payment of an invoice to determine whether

satisfactory performance of the service has been provided in accordance with this Agreement. The Court cannot pay full price for any good or service that fails to meet the terms and conditions of the Agreement. As such, in the event the County fails to timely perform services under this Agreement as set forth by court order or Florida Statute, the County will be assessed a \$25 per instance invoice reduction unless an exception is granted by the Court.

**E. INDEPENDENT CONTRACTOR**

1. The County is and will perform all obligations under this Agreement as an independent contractor. Nothing contained in this Agreement will be construed to imply or be interpreted to establish any relationship other than independent contractor.
2. The County and its employees will receive no salary or benefits from the Court, the State Courts System, or the State of Florida, but shall be compensated for the services rendered in accordance with the terms and conditions of this Agreement. The County and its employees will not be entitled to any rights or privileges of State employees and will not be considered in any manner to be a State of Florida employee, or an agent of the Court, the State Courts System or the State of Florida.
3. The County represents that neither the County nor its employees/subcontractors providing work under this Agreement have been an employee or OPS employee of the State of Florida nor received W-2 reportable wages from the State of Florida for a period of at least twelve calendar months immediately preceding the execution date of this Agreement. The County will notify the Court's Contract Manager immediately in the event the County or its employees/subcontractors providing work under this Agreement accept employment with any agency or entity of the State of Florida.
4. The County is responsible for reviewing and complying with all pertinent State and Federal laws, for all income taxes including, but not limited to FICA, FUTA, social security taxes and other unemployment taxes of a similar nature on all compensation received under this Agreement.
5. As an independent contractor, neither the County nor its employees is entitled to worker's compensation benefits under this Agreement. Should the County desire worker's compensation insurance coverage, the County is solely responsible for securing its own worker's compensation insurance coverage.
6. Nothing in this Agreement precludes the County from contracting with other clients during the term of this Agreement. The County does acknowledge and agree, however, that the County will not accept or perform work that would conflict with the County's duties, responsibilities and obligations under this Agreement.
7. The County is liable for and will indemnify, defend, and hold harmless the Court, the State Court System, its officers, agents, and employees from all claims, suits, judgments, or damages, including attorneys' fees and costs, and claims made by the Internal Revenue Service, the United States Department of Labor, or any person or entity providing services

under this Contract, arising out of any misrepresentation by the County as to the County's status as an independent contractor under this Agreement.

8. The County agrees to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system (<http://www.uscis.gov/e-verify>) to verify the employment eligibility of all new employees hired during the term of the Agreement for the services specified in the Agreement. The County shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term. In order to implement this provision, the County shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Court's Contract Manager upon execution of this Agreement and annually thereafter. Prior to allowing a subcontractor to provide any services contemplated under this Agreement, the County shall provide the Court with a copy of its the DHS Memorandum of Understanding (MOU) from each subcontractor and an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens, and provide both documents annually thereafter. Violation of this provision shall constitute grounds for the Court to immediately and unilaterally terminate this Agreement pursuant to section 448.095(2)(c), Florida Statutes. Pursuant to section 448.095(2)(f), Florida Statutes, the County shall be liable for any additional costs incurred by the Court as a result of the termination of this Agreement for a violation of the provisions contained in this paragraph.

**F. VENDOR REGISTRATION**

1. The County must complete the following vendor registrations prior to being eligible for payment under the terms of conditions of this Agreement:
  - a. As an independent contractor, the Florida Department of Financial Services (DFS) requires completion of a Substitute Form W9 using the name as it appears on this Agreement at <https://flProvider.myfloridacfo.com/>
  - b. As an independent contractor, registration as a "MyFloridaMarketplace" system vendor must be completed through the Department of Management Services (DMS) Vendor Portal at <https://Provider.myfloridamarketplace.com/>
2. The County is responsible for maintaining these registrations and must ensure the information is kept current to prevent issues related to the processing of payment. Failure on the part of the County to maintain these registrations will cause the County's vendor status to become inactive. The Court and the State Courts System will not be liable for any interest or other consequences for lack of payment due to an "inactive" vendor's status.

**G. TERMS AND CONDITIONS**

This Agreement is subject to the following additional terms and conditions:

1. For the duration of this Agreement, the County must not accept any other Agreements that would conflict with its obligations under this Agreement.

2. The Court may reproduce any written materials generated as a result of the County's work.
3. The County will maintain all records made or received by it in conjunction with its obligations under this Agreement in accordance with Rule 2.420, Florida Rules of General Practice and Judicial Administration.
4. In providing, or contracting to provide, services, programs or activities, maintaining facilities, and otherwise performing its obligations under this Agreement, The County will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992 and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or handicap.
5. If either party initiates a legal action for enforcement of or damages for breach of this Agreement, each party will bear its own fees and costs, including attorney's fees, resulting from such legal action.
6. This Agreement is bound by the General Contract Conditions of the Florida State Court System which can be found at <https://www.flcourts.org/content/download/219317/1981848/General-Contract-Conditions-for-Services-5-8-15.pdf>. These General Contract Conditions for Services are incorporated herein as if fully recited in this Agreement except to the extent that any of those conditions are in conflict with this Agreement, the terms and conditions of this Agreement shall prevail.

#### H. NOTICE

Any notice required or permitted to be given under this Agreement will be sufficient if it is in writing and if sent to the parties at the addresses provided on the execution page by: (i) e-mail; (ii) certified or registered mail, return receipt requested; (iii) personal delivery; or (iv) reputable courier service. Notice is effective upon receipt.

#### I. CANCELLATION AND SUSPENSION OF THIS AGREEMENT

1. Suspension: The Court may, in its sole discretion, suspend any or all activities under the Agreement at any time. In the event of a suspension, the Court will provide the County with a written notice outlining the particulars. Reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the County shall comply with the notice and shall not accept any assignments from the Court. Within ninety days or any longer period agreed to by the County, the Court shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Agreement. Suspension of work shall not entitle the County to any additional compensation except for work performed.
2. Termination by the Court: During the entire term and any renewal term of this Agreement, the Court shall have the right to terminate this Agreement without cause by giving thirty (30) days written notice to the County of its intention to terminate or with cause if at any time the County fails to fulfill, comply, or abide by any of the terms or conditions specified in this Agreement. Failure of the County to comply with any of the provisions of this Agreement



shall be considered a material breach and shall be cause for the immediate termination of the Agreement at the discretion of the Court, and without written notice.

3. Termination by the County: the County may terminate this Agreement for any reasons by giving thirty (30) days written notice to the Court.

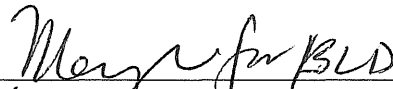
**J. TERM AND SCOPE OF AGREEMENT**

This Agreement will take effect upon execution by the last party required to sign it. It will end at midnight, Eastern Time, on **June 30, 2022**, unless terminated earlier according to the provisions of this Agreement.

This Agreement, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties and supersedes all previous communications, representations, or agreements, either verbal or written, between the parties. No amendment or renewal of this Agreement shall be valid unless the same is in writing and executed by the parties.

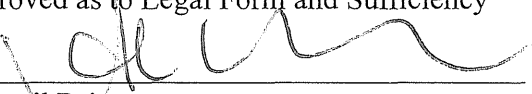
**IN WITNESS THEREOF**, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

THE FIFTEENTH JUDICIAL CIRCUIT

  
\_\_\_\_\_  
Barbara Dawicke, Trial Court Administrator  
For the Florida State Courts System  
205 N. Dixie Hwy., Suite 5.2500  
West Palm Beach, FL 33401  
Telephone: (561) 355-1540  
Email Address: \_\_\_\_\_

6/28/21  
\_\_\_\_\_  
Date

Approved as to Legal Form and Sufficiency

By:   
\_\_\_\_\_  
April Bristow  
General Counsel, Fifteenth Circuit  
Telephone: (561) 355-1927

COUNTY:


Palm Beach County, Florida, By its  
Board of County Commissioners



Verdenia C. Baker, County Administrator  
Address: 301 N. Olive Ave., 11<sup>th</sup> FL  
West Palm Beach, FL 33401  
Telephone: (561) 355-6726  
Employee I.D. Number – 59:6000785

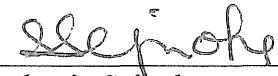
Date: 4/21/21

Approved as to Legal Form and Sufficiency

BY:   
Title: Shannon Fox, Assistant County Attorney  
301 North Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

Date: 6/14/21

Approved as to Terms and Conditions

BY:   
Stephanie Sejnoha  
Director, Public Safety Department

Date: 6/15/21

-Not valid until signed and dated by all parties.-

**CONTRACTUAL SERVICES AGREEMENT  
EXPERT EXAMINING COMMITTEE MEMBER SERVICES**

This Agreement is made between the Fifteenth Judicial Circuit (the Court) and the Palm Beach County Board of County Commissioners (the County). The parties agree that:

**A. SCOPE OF WORK**

The County, through its Department of Public Safety/Court Psychology Office, will provide expert examining committee member services in guardianship cases filed in Palm Beach County for the benefit of the court system on an as-needed basis when requested by the Court: As part of these services, the County agrees to evaluate alleged incompetent persons in guardianship cases, prepare required reports, and provide expert testimony in accordance with section 744.331(3), Florida Statutes.

**B. MINIMUM REQUIREMENTS**

Any employee used by the County to provide services under this Agreement shall:

1. Meet the statutory qualifications for a Guardianship Examining Committee Member as outlined in 774.331(3)(a), Florida Statutes.
2. Complete a minimum of four hours of approved initial training.
3. Complete two hours of approved continuing education during each two year period after the initial training and file a certificate of completion with the Administrative Officer of the court within sixty days of completion.
4. File an annual affidavit with the Administrative Office of the Court stating that he or she has completed the training as required by section 744.331(3)(d) or will do so no later than four months after the effective date of this Agreement.
5. Provide a copy of his or her current occupational license to the Court.
6. Certify that he or she has not received a disciplinary action from the Florida Department of Health or any other licensing authority, and further certify that he or she has not entered into any non-confidential consent agreements with a licensing authority within the five years preceding the date of this Agreement.

**C. DELIVERABLES**

The County agrees to:

1. Accept appointments as examining committee members of alleged incompetent persons in guardianship cases without regard for where the subject is located. If the County is unable to accept an appointment as an examining committee member in a case, the County must, within three business days of receiving the order of appointment, notify the Judge who made the appointment in writing that the County is unable to perform the service.
2. Provide witness testimony in appointed cases as called upon by the courts of the Fifteenth Judicial Circuit.

3. Provide services for which the County is retained to the best of the County's ability and in conformance with Florida Statutes, rules of court, the Code of Judicial Conduct, applicable administrative orders, and relevant case law.
4. Provide services in a timely manner as set forth by court order or Florida Statute. In the event an emergency prevents the County from timely appearing or performing other duties, the County shall immediately notify the presiding Judge in writing.
5. Receive court orders and reports and transmit evaluations and reports via electronic mail.
6. Provide the Court access to all documents, papers, letters, or other materials made or received by the County in conjunction with this Agreement.
7. Notify the Chief Judge of any formal complaint filed against a County employee providing services under this Agreement by the Florida Department of Health or any other licensing authority and/or of any non-confidential consent agreements entered into between the employee and the licensing authority within ten days of entering into the agreement.

#### **D. COMPENSATION**

1. Payment: The County agrees to accept and shall be compensated a fee in accordance with the rates specified in Administrative Order 6.301-03/21. Payment shall be rendered only at the conclusion of services provided.
2. Travel Expenses: Should a County employee performing services under this Agreement require overnight travel to perform his or her duties under this Agreement, the County may be compensated for travel, lodging, and meal expenses incurred in association with this Agreement in accordance with section 112.061, Florida Statutes, and the limitations set forth below. No other travel expenses are allowed under this Agreement. All allowable travel expenses must be submitted on the State of Florida Voucher for Reimbursement of Travel Expenses which is available at <https://www.flcourts.org/content/download/219316/1981842/ReimbursementVoucher.pdf>.
  - a. Air Travel: The County will be reimbursed for the cost of round-trip, coach class airfare at the State of Florida rate, if available (original ticket receipt required).
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  - c. The County must submit the final invoice for each State Fiscal Year (July 1 of each year to June 30 of the following year) for payment to the Court by the last business day in July after the end of the State Fiscal Year or within thirty (30) calendar days after Agreement expires or is terminated.
  - d. Failure to timely submit request for payment may result in denial of payment.
  - e. If a duplicate invoice is sent, it must clearly state the time of the invoice, "Second Notice" or "Duplicate Invoice."
  - f. Payment will be made pursuant to section 215.422, Florida Statutes.
  - g. The Court's performance and obligation to pay under this Agreement are contingent upon the availability of funds lawfully appropriated to fulfill the requirements of the Agreement. In the event that sufficient budgeted funds are not available, the Court shall notify the County of such occurrence and the Agreement shall terminate without penalty or expense to the Court.
4. Financial Consequences: The County agrees that the Court's Contract Manager will have the right to review the County's invoice submissions for payment of the services rendered and work completed prior to disbursement or payment of an invoice to determine whether satisfactory performance of the service has been provided in accordance with this Agreement. The Court cannot pay full price for any good or service that fails to meet the terms and conditions of the Agreement. As such, in the event the County fails to timely perform services under this Agreement as set forth by court order or Florida Statute, the County will be assessed a \$25 per instance invoice reduction unless an exception is granted by the Court.

**E. INDEPENDENT CONTRACTOR**

1. The County is and will perform all obligations under this Agreement as an independent contractor. Nothing contained in this Agreement will be construed to imply or be interpreted to establish any relationship other than independent contractor.
2. The County and its employees will receive no salary or benefits from the Court, the State Courts System, or the State of Florida, but shall be compensated for the services rendered in accordance with the terms and conditions of this Agreement. The County and its employees will not be entitled to any rights or privileges of State employees and will not be considered in any manner to be a State of Florida employee, or an agent of the Court, the State Courts System or the State of Florida.

3. The County represents that neither the County nor its employees/subcontractors providing work under this Agreement have been an employee or OPS employee of the State of Florida nor received W-2 reportable wages from the State of Florida for a period of at least twelve calendar months immediately preceding the execution date of this Agreement. The County will notify the Court's Contract Manager immediately in the event the County or its employees/subcontractors providing work under this Agreement accept employment with any agency or entity of the State of Florida.
4. The County is responsible for reviewing and complying with all pertinent State and Federal laws, for all income taxes including, but not limited to FICA, FUTA, social security taxes and other unemployment taxes of a similar nature on all compensation received under this Agreement.
5. As an independent contractor, neither the County nor its employees is entitled to worker's compensation benefits under this Agreement. Should the County desire worker's compensation insurance coverage, the County is solely responsible for securing its own worker's compensation insurance coverage.
6. Nothing in this Agreement precludes the County from contracting with other clients during the term of this Agreement. The County does acknowledge and agree, however, that the County will not accept or perform work that would conflict with the County's duties, responsibilities and obligations under this Agreement.
7. The County is liable for and will indemnify, defend, and hold harmless the Court, the State Court System, its officers, agents, and employees from all claims, suits, judgments, or damages, including attorneys' fees and costs, and claims made by the Internal Revenue Service, the United States Department of Labor, or any person or entity providing services under this Contract, arising out of any misrepresentation by the County as to the County's status as an independent contractor under this Agreement.
8. The County agrees to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system (<http://www.uscis.gov/e-verify>) to verify the employment eligibility of all new employees hired during the term of the Agreement for the services specified in the Agreement. The County shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term. In order to implement this provision, the County shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Court's Contract Manager upon execution of this Agreement and annually thereafter. Prior to allowing a subcontractor to provide any services contemplated under this Agreement, the County shall provide the Court with a copy of its the DHS Memorandum of Understanding (MOU) from each subcontractor and an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens, and provide both documents annually thereafter. Violation of this provision shall constitute grounds for the Court to immediately and unilaterally terminate this Agreement pursuant to section 448.095(2)(c), Florida Statutes. Pursuant to section 448.095(2)(f), Florida Statutes, the County shall be liable for any additional costs incurred by the Court as a result of the termination of this Agreement for a violation of the provisions contained in this paragraph.

**F. VENDOR REGISTRATION**

1. The County must complete the following vendor registrations prior to being eligible for payment under the terms of conditions of this Agreement:
  - a. As an independent contractor, the Florida Department of Financial Services (DFS) requires completion of a Substitute Form W9 using the name as it appears on this Agreement at <https://flProvider.myfloridacfo.com/>
  - b. As an independent contractor, registration as a “MyFloridaMarketplace” system vendor must be completed through the Department of Management Services (DMS) Vendor Portal at <https://Provider.myfloridamarketplace.com/>
2. The County is responsible for maintaining these registrations and must ensure the information is kept current to prevent issues related to the processing of payment. Failure on the part of the County to maintain these registrations will cause the County’s vendor status to become inactive. The Court and the State Courts System will not be liable for any interest or other consequences for lack of payment due to an “inactive” vendor’s status.

**G. TERMS AND CONDITIONS**

This Agreement is subject to the following additional terms and conditions:

1. For the duration of this Agreement, the County must not accept any other Agreements that would conflict with its obligations under this Agreement.
2. The Court may reproduce any written materials generated as a result of the County’s work.
3. The County will maintain all records made or received by it in conjunction with its obligations under this Agreement in accordance with Rule 2.420, Florida Rules of General Practice and Judicial Administration.
4. In providing, or contracting to provide, services, programs or activities, maintaining facilities, and otherwise performing its obligations under this Agreement, The County will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992 and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or handicap.
5. If either party initiates a legal action for enforcement of or damages for breach of this Agreement, each party will bear its own fees and costs, including attorney’s fees, resulting from such legal action.
6. This Agreement is bound by the General Contract Conditions of the Florida State Court System which can be found at <https://www.flcourts.org/content/download/219317/1981848/General-Contract-Conditions-for-Services-5-8-15.pdf>. These General Contract Conditions for Services are incorporated herein as if fully recited in this Agreement except to the extent

that any of those conditions are in conflict with this Agreement, the terms and conditions of this Agreement shall prevail.

**H. NOTICE**

Any notice required or permitted to be given under this Agreement will be sufficient if it is in writing and if sent to the parties at the addresses provided on the execution page by: (i) e-mail; (ii) certified or registered mail, return receipt requested; (iii) personal delivery; or (iv) reputable courier service. Notice is effective upon receipt.

**I. CANCELLATION AND SUSPENSION OF THIS AGREEMENT**

1. Suspension: The Court may, in its sole discretion, suspend any or all activities under the Agreement at any time. In the event of a suspension, the Court will provide the County with a written notice outlining the particulars. Reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the County shall comply with the notice and shall not accept any assignments from the Court. Within ninety days or any longer period agreed to by the County, the Court shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Agreement. Suspension of work shall not entitle the County to any additional compensation except for work performed.
2. Termination by the Court: During the entire term and any renewal term of this Agreement, the Court shall have the right to terminate this Agreement without cause by giving thirty (30) days written notice to the County of its intention to terminate or with cause if at any time the County fails to fulfill, comply, or abide by any of the terms or conditions specified in this Agreement. Failure of the County to comply with any of the provisions of this Agreement shall be considered a material breach and shall be cause for the immediate termination of the Agreement at the discretion of the Court, and without written notice.
3. Termination by the County: the County may terminate this Agreement for any reasons by giving thirty (30) days written notice to the Court.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



**J. TERM AND SCOPE OF AGREEMENT**

This Agreement will take effect upon execution by the last party required to sign it. It will end at midnight, Eastern Time, on **June 30, 2022**, unless terminated earlier according to the provisions of this Agreement.

This Agreement, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties and supersedes all previous communications, representations, or agreements, either verbal or written, between the parties. No amendment or renewal of this Agreement shall be valid unless the same is in writing and executed by the parties.

**IN WITNESS THEREOF**, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

THE FIFTEENTH JUDICIAL CIRCUIT

Mary O'Leary for BCD  
Barbara Dawicke, Trial Court Administrator  
For the Florida State Courts System  
205 N. Dixie Hwy., Suite 5.2500  
West Palm Beach, FL 33401  
Telephone: (561) 355-1540  
Email Address: \_\_\_\_\_

6/28/21  
Date


Approved as to Legal Form and Sufficiency

By: [Signature]  
April Bristow  
General Counsel, Fifteenth Circuit  
Telephone: (561) 355-1927

COUNTY:  
Palm Beach County, Florida, By its  
Board of County Commissioners  
[Signature]  
Verdenia C. Baker, County Administrator  
Address: 301 N. Olive Ave., 11<sup>th</sup> FL  
West Palm Beach, FL 33401  
Telephone: (561) 355-6726  
Employee I.D. Number – 59:6000785  
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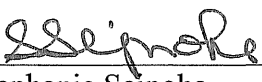
Date: 6/21/21

Approved as to Legal Form and Sufficiency

BY:   
Title: Shannon Fox, Assistant County Attorney  
301 North Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

Date: 6/14/21

Approved as to Terms and Conditions

BY:   
Stephanie Sejnoha  
Director, Public Safety Department

Date: 6/15/21

-Not valid until signed and dated by all parties.-