

Clay County Agreement/Contract No. 2023/2024-_____

**PROBLEM-SOLVING COURTS CASE MANAGER/COORDINATOR
AGREEMENT FOR FY 2024/2025**

This Problem-Solving Courts Case Manager/Coordinator Agreement for FY 2024/2025 (“Agreement”) is entered into this _____ day of September, 2024, between Clay County, a political subdivision of the State of Florida (the “County”), and Nekesha Robinson, an individual (the “Case Manager”), for Adult Drug Court and Mental Health Court Case Manager and Veteran’s Treatment Court Coordinator services to be provided to the County for the Clay County Court, Fourth Judicial Circuit of Florida (the “Court”).

RECITALS

WHEREAS, by Ordinance codified in Chapter 2, Article I, Sec. 2-1 of the Clay County Code, the County has imposed the \$65 court cost authorized under Section 939.185, Florida Statutes (“\$65 Funds”); and

WHEREAS, as provided under Section 939.185(1), Florida Statutes, twenty-five percent of the \$65 Funds collected shall be allocated to fund innovations, as determined by the chief judge of the circuit, to supplement state funding for the elements of the state courts system identified in Section 29.004, Florida Statutes (the “Innovations Allocation”); and

WHEREAS, the elements of the state courts system identified in Section 29.004, Florida Statutes, include, under subsection (11) thereof, mediation and arbitration programs to assist litigants in settling cases prior to adjudication on the merits by the court; and

WHEREAS, the Chief Judge of the Court has requested that the County fund services for a case manager to support the Problem-Solving Courts in Clay County from the proceeds of the Innovations Allocation; and

WHEREAS, the County intends to provide funding for a case manager to support the Problem-Solving Courts from the proceeds of the Innovations Allocation as requested by the Administrative Judge for the County’s Fiscal Year 2024/2025 commencing October 1, 2024, and continuing through midnight on September 30, 2025 (the “Service Period”); and

WHEREAS, the County wishes to engage the Case Manager for the Service Period and the Case Manager agrees to the engagement under the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. **Scope of Services.** During the term of this Agreement, the Case Manager shall perform the following services in connection with the Problem-Solving Courts (the “Services”).

- A. The Case Manager will track Problem-Solving Courts program referrals.
- B. The Case Manager will schedule assessments for the Problem-Solving Courts.
- C. The Case Manager will complete Problem-Solving Courts program orientations with clients.
- D. The Case Manager will coordinate treatment services for Problem-Solving Courts clients.
- E. The Case Manager will compile treatment/probation/DCF/medical information for court reports for the Problem-Solving Courts programs.
- F. The Case Manager will serve as the liaison with treatment/DCF providers on each participant's progress/ongoing circumstances for the Problem-Solving Courts programs.
- G. The Case Manager will prepare the court agendas for all court proceedings for the Problem-Solving Courts.
- H. The Case Manager will prepare court reports for non-drug court hearings pertaining to participants in the Problem-Solving Courts.
- I. The Case Manger will maintain participant files/records/statistics for the Problem-Solving Courts.
- J. The Case Manger will attend court hearings for both drug court programs and additional non-drug court hearings for Problem-Solving Courts participants as needed.
- K. The Case Manager will complete home/jail/work "field" visits with participants in Problem-Solving Courts as needed.
- L. The Case Manager will complete random drug screens during "field" visits as needed.
- M. The Case Manager will monitor appropriate housing solutions for Problem-Solving Courts participant compliance/house needs.

2. The Case Manager will provide these services exclusively for the benefit of the Court under the coordination and administration of the Problem-Solving Courts Director, or as designated by the Trial Court Administrator, Fourth Judicial Circuit, Florida. The Case Manager will be under the general supervision of the Honorable Steven B. Whittington, in his capacity as Administrative Judge of the Circuit and County Courts of Clay County, Florida, or his successor as Administrative Judge ("Administrative Judge").

3. Invoicing and Payments.

- A. For Services provided by the Case Manager in accordance with paragraph 1 during the Service Period, the County will pay the Case Manager \$30.00 per hour not to exceed forty (40) hours per week unless previously approved by the Problem-Solving Courts Director. The Case Manager will submit a written Invoice, in time-sheet format, indicating the dates and times of service. Such Invoices will be submitted to the Administrative Judge for signed authorization, and then forwarded to the County for payment of the Services provided under this Agreement. In no event shall the Case Manager receive payment for any Services provided outside of the Service Period. The County shall pay the Case Manager in accordance with the Local Government Prompt Payment Act of Chapter 218, Florida Statutes.
- B. The Case Manager will not be reimbursed for mileage or any other expense associated with providing the Services.
- C. The maximum obligation on the part of the County to pay the Case Manager under this Agreement shall not exceed the budgeted funds during the fiscal year of the County within which the Service Period occurs. The total amount budgeted for the Service Period under this Agreement is \$62,400.00.
- D. In the event that sufficient budgeted funds are not available, the County shall promptly notify the Case Manager in the manner provided under subparagraph B of paragraph 3, as well as the Administrative Judge, whereupon this Agreement shall be deemed terminated without penalty or expense to the County or to the Court.

4. Term of Agreement; Termination.

- A. The effective date of this Agreement is October 1, 2024, and this Agreement shall terminate at midnight on September 30, 2025.
- B. The County may terminate the Agreement without cause by providing written notice to the Case Manager at least thirty (30) days prior to termination by certified U.S. mail, which notice shall be deemed effective upon being deposited in the mail. The County shall also provide a copy of such notice to the Administrative Judge. Upon termination, the County shall pay for Services already performed by the Case Manager at the time of termination, but not yet paid by the County.
- C. If, in the opinion of the Administrative Judge, the Case Manager, for any reason, has failed to fulfill the Case Manager's obligations under this Agreement in a timely manner, or if the Case Manager violates any provision of this Agreement, or if, in the sole discretion of the Administrative Judge, the Case Manager's work product is not acceptable, or if the Services are not required due to cancellation of

the Adult Drug Court and Mental Health Court programs, the County may terminate this Agreement effective immediately upon written notice to the Case Manager served by certified U.S. mail, which notice shall be deemed effective upon being deposited in the mail, and the County shall have no obligation to pay the Case Manager for any Services not performed prior to that date. The County shall also provide a copy of such notice to the Administrative Judge.

5. Indemnification. The Case Manager shall be liable, agrees to be liable for, and shall indemnify, defend and hold the County, the Court, the Florida Supreme Court, the Florida State Courts System, and each of their principals, officers and employees harmless from all claims, suits, judgments and damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Case Manager in the course of the operations of and performance of the Services pursuant to this Agreement.

6. Scrutinized Companies Certification. In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Case Manager is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Case Manager is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

7. Miscellaneous Provisions.

A. Governing Law and Venue. This Agreement shall be governed, construed and enforced under and pursuant to the laws and rules of the State of Florida, and the United States of America. Unless the parties otherwise agree, any action to interpret and/or enforce this Agreement shall be brought and maintained in the Fourth Judicial Circuit, in and for Clay County, Florida.

B. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and, notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

C. Construction. This Agreement sets forth the entire Agreement between the parties with respect to the subject matter hereof, and no purported amendment or

modification of this Agreement shall be binding upon either party unless the same has been reduced to writing and signed by both parties. The parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who prepared this Agreement. The general maxim of interpretation of contracts (that a contract shall be construed against the drafter) shall not apply to the interpretation of this Agreement.

- D. Independent Contractor. The parties declare and specifically intend that the Case Manager is an independent contractor and not an agent or employee of the County, and is not entitled to receive any benefits available to County employees, or to any coverage under the County's workers compensation or unemployment insurance.
- E. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Case Manager, the County, and their respective successors and permitted assigns.
- F. Records Retention and Auditing.
 - 1. The Case Manager shall keep and maintain all records made or received by the Case Manager in conjunction with the Case Manager's obligations under this Agreement in such a way as to permit their inspection pursuant to Rules 2.420 and 2.440, Florida Rules of Judicial Administration. Violation of this provision will be grounds for immediate termination of this Agreement in the manner as provided herein.
 - 2. The Case Manager will retain all records relating to the Case Manager's duties under this Agreement for a period of at least five (5) years after final payment is made. The records include any supporting documentation necessary to adequately evaluate and substantiate payments made under this Agreement, which shall be made available for inspection by the County, the Administrative Judge or designee, and the Trial Court Administrator for the Court upon request.
 - 3. The County and the Trial Court Administrator for the Court shall have the right to audit all files and records created or maintained by the Case Manager under this subparagraph.
- G. Attorney's Fees. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, obligations or liabilities of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from

the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes. The provisions of this paragraph shall survive any termination of this Agreement.

- H. Insurance and Taxes. The Case Manager shall be solely responsible for procuring appropriate insurance as well as filing income taxes, FICA, and any other withholdings from the Case Manager's own compensation, and the Case Manager shall comply with all federal, state, and local tax laws. If any of the Case Manager's obligations under this Agreement are performed by a subcontractor, then the Case Manager shall incorporate the requirement of this provision into the subcontract.
- I. Remedies. The rights and remedies set forth in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law or in equity.
- J. Acts of God. Performance of this Agreement by either party is subject to acts of God, disaster, strikes, civil disorders, curtailment of transportation facilities, or other emergencies making it impossible or illegal to provide Services under this Agreement.
- K. Non-assignability; Subcontracting. All Services shall be performed exclusively by the Case Manager and shall not be assigned to another individual without prior written permission of the County and the Administrative Judge. The Case Manager may not subcontract any Services to be provided pursuant to this Agreement. Neither this Agreement nor any of the Case Manager's rights or obligations may be assigned by the Case Manager unless agreed to by the parties in writing.
- L. Integration. This Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral understandings between the parties. This Agreement may only be amended, supplemented, or modified by a written instrument signed by each of the parties.
- M. Public Records. To the extent applicable, the Case Manager shall comply with Chapter 119, Florida Statutes (Public Records); Section 286.011, Florida Statutes (Public Meetings); and Rule 2.430, Rules of Judicial Administration. Violation of any part of this subparagraph by Case Manager will be grounds for termination of this Agreement by the County in the manner provided under subparagraph (B) of paragraph 3.

IF THE CASE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CASE MANAGER'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

- N. Waiver. No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different paragraph, subparagraph, clause, phrase, or other provisions of this Agreement.
- O. The Case Manager acknowledges that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Case Manager, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

8. Human Trafficking Attestation. In compliance with Section 787.06 (13), Florida Statutes, the undersigned Case Manager hereby attests under penalty of perjury as follows:

- A. Case Manager does not use *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
- B. If, at any time in the future, Case Manager does use coercion for labor or services, Case Manager will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
- C. By execution of this Agreement, Case Manager represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

9. Authority. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of each as of the date and year first above-written.

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Jim Renninger
Its Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

CASE MANAGER

By: _____
Nekesha Robinson

In his official capacity as Administrative Judge of the Circuit and County Courts of Clay County, Florida, the undersigned does hereby approve this Agreement in Green Cove Springs, Clay County, Florida.

Steven B. Whittington
Administrative Judge