

Clay County Agreement/Contract No. 2020/2021 - ____

**2021-2022 ADULT DRUG COURT PROGRAM
CASE MANAGER AGREEMENT**

This 2021-2022 Adult Drug Court Program Case Manager Agreement (“Agreement”) is made and entered into this ____ day of September, 2021, by and 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 case manager 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 Sec. 2-1, Clay County Code, the County’s Board of County Commissioners (the “Board”) has imposed the \$65 court cost authorized under Section 939.185, Florida Statutes (the “\$65 Funds”); and

WHEREAS, as provided under Section 939.185(1), 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 Administrative Judge for Clay County of the Fourth Judicial Circuit of Florida has requested that the County fund services for a case manager to support the Adult Drug Court program 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 Adult Drug Court program from the proceeds of the Innovations Allocation as requested by the Administrative Judge for the County’s Fiscal Year commencing October 1, 2021, and continuing through midnight on September 30, 2022 (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 County and the Case Manager (each a Party and together the Parties) hereby agree as follows:

1. Scope of Services (the “Services”).
 - A. The Case Manager will track all Adult Drug Court program referrals.

- B. The Case Manager will schedule all program assessments for Adult Drug Court.
- C. The Case Manager will complete all Adult Drug Court program orientations with clients.
- D. The Case Manager will coordinate treatment services for Adult Drug Court clients.
- E. The Case Manager will compile treatment/probation/medical information for court reports for the Adult Drug Court Program.
- F. The Case Manager will serve as the liaison with treatment providers on each participant's progress/ongoing circumstances for the Adult Drug Court Program.
- G. The Case Manager will prepare the court agendas for all drug court program hearings for the Adult Drug Court.
- H. The Case Manager will prepare court reports for non-drug court hearings for drug court participants in the Adult Drug Court program.
- I. The Case Manager will maintain participant files/records/statistics for the Adult Drug Court program.
- J. The Case Manager will attend court hearings for both drug court programs and additional non-drug court hearings for Adult Drug Court participants as needed.
- K. The Case Manager will complete a minimum of bi-weekly jail/home/work "field" visits with each participant in Adult Drug Court.
- L. The Case Manager will complete random drug screens during "field" visits as needed.
- M. The Case Manager will transport urine specimens to the drug testing lab for processing.
- N. The Case Manager will coordinate and administer Court Mediation Programs in connection with Clay County cases.
- O. The Case Manager will provide these services exclusively for the benefit of the Clay County Court in and for the Fourth Judicial Circuit under the coordination and administration of Teri Hamlyn, Problem-Solving Courts Director, or her successor or designee, or as designated by the Trial Court Administrator, Fourth Judicial Circuit, Florida.

- P. The Case Manager will be under the general supervision of Honorable Don H. Lester, in his capacity as Administrative Judge of the Circuit and County Courts of Clay County, Florida, or his successor as Administrative Judge.
2. 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 Coordinator \$27.00 per hour not to exceed forty (40) hours per week without the approval of Teri Hamlyn, 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 Honorable Don H. Lester for his signed authorization, and then forwarded to the County for payment of services provided under this Agreement. In no event shall the Case Manager receive any payment for any Services provided by the Case Manager in accordance with paragraph 1 outside of the Service Period. The County shall pay Case Manager in accordance with the Local Government Prompt Pay 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 never exceed the budgeted funds during the fiscal year of the County within which the Service Period occurs. For the 2021-2022 fiscal year, \$56,160.00 has been budgeted and shall not be exceeded.
- D. In the event that sufficient budgeted funds are not available, the County shall promptly notify the Case Manager and the Agreement shall terminate without penalty or expense to the County or to the Court.
3. Term of Agreement; Termination.
- A. The effective date of this Agreement is October 1, 2021, and this Agreement shall terminate at midnight on September 30, 2022.
- B. The County may terminate the Agreement without cause by providing written notice to the Case Manager thirty (30) days prior to termination. Upon termination, the County's obligation is to pay that portion of the Agreement 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 Case Manager's Services are not required due

to cancellation of the Adult Drug Court program, 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.

4. 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 pursuant to this Agreement.

5. 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. 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.
- (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) **Scrutinized Companies List and Certification.** In compliance with Section 287.135(5), Florida Statutes, the undersigned Case Manager 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.
- (e) **Independent Case Manager.** This Agreement is for personal services only. The Parties declare and specifically intend that the Case Manager is an independent Case Manager 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.
- (f) **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.
- (g) **Records Retention and Auditing.** The Case Manager shall keep all records relating to the Case Manager's duties under this Agreement in such a way as to permit their inspection pursuant to 2.420, Florida Rules of Judicial Administration. Violation of this provision will be grounds for immediate termination of this Agreement.
- (h) **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.

- (i) 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.
- (j) 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.
- (k) 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.
- (l) 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.
- (m) 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.
- (n) 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) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

- (o) Waiver of Breach. No waiver by the County of any breach of any provision of this Agreement by the Case Manager shall constitute a waiver of any other breach of either the same provision or of any other provision by the Case Manager. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.
- (p) 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.

[Signatures appear on the following pages.]

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: _____
Mike Cella
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.

Don H. Lester
Administrative Judge