

**PROFESSIONAL SERVICES AGREEMENT  
FOURTH JUDICIAL CIRCUIT  
NASSAU COUNTY, FLORIDA  
NASSAU COUNTY ICMS CONNECTOR PROJECT**

This Agreement is between the Fourth Judicial Circuit (the "Court"), the Board of County Commissioners of Nassau County ("the Board"), and Nicholas Jason Hadley, d/b/a SysArch (the "Vendor"). It is effective as of the date of the last signature of the parties until Project Completion.

**RECITALS**

WHEREAS, section 28.24(12)(e), Florida Statutes, mandates a \$4.00 service charge be paid to the Clerk of the Courts for the recording of certain instruments under section 28.222, Florida Statutes; and,

WHEREAS, 28.24(12)(e)1., Florida Statutes, directs that \$2.00 of the \$4.00 service charge shall be distributed to the Board to be used exclusively to fund the state court's court-related technology, and court technology needs, as defined in 29.008(1)(f)2. and (h) ("Technology Fund"); and,

WHEREAS, court-related technology, and court technology needs, as defined in section 29.008(1)(f) 2. include "[a]ll computer networks, systems and equipment, including computer hardware and software, modems, printers, wiring, network connections, maintenance, support staff or services;" and,

WHEREAS, court-related technology, and court technology needs, as defined in 29.008(1)(h) include "upgrades and maintenance of the current equipment, maintenance and upgrades of supporting technology infrastructure and associated staff, and services and expenses to assure continued information sharing and reporting of information to the state;" and,

WHEREAS, the Fourth Judicial Circuit has requested funding from the \$2.00 Technology Fund to retain the Vendor to provide the services required to integrate the Nassau County Clerk's case maintenance system with the Integrated Case Management System (the "ICMS"); and,

WHEREAS, the Chief Judge of the Fourth Judicial Circuit has determined that the elements of court-related technology and court technology needs identified in Section 28.24(12)(e)1., Florida Statutes, encompass the services required to integrate the Nassau County Clerk's case maintenance system with the ICMS; and

WHEREAS, pursuant to section 6.2 of the Nassau County Purchasing Policy, as adopted by Nassau County Ordinance 2009-09, the County Manager for Nassau County is authorized to sign this agreement to fund the work performed by the Vendor to integrate the Nassau County Clerk's case maintenance system with the ICMS because the amount of this contract agreement is below \$50,000.00; and,

WHEREAS, the Chief Judge of the Fourth Judicial Circuit entered Administrative Order No. 2019-03 ordering that payment for the services required to integrate the Nassau County Clerk's case maintenance system with the ICMS, as a section 28.24(12)(e)1., Florida Statutes, court-related technology or court technology need, be made from the \$2.00 Technology Fund held by the Board; and,

WHEREAS, by means of this Agreement, the Vendor agrees to provide services required to integrate the Nassau County Clerk's case maintenance system with the ICMS and the County is to provide funding for the services from the \$2.00 Technology Fund as directed by Chief Judge of the Fourth Judicial Circuit or the Administrative Judge for Nassau County.

### **WITNESSETH**

Now therefore, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the Court, the Vendor, and the Board (as to payment obligations only) agree as follows:

#### **A. Scope of Work**

The Vendor agrees to provide the Court the services required to integrate the Nassau County Clerk's case maintenance system with the Integrated Case Management System (ICMS), developed by the Eighth Judicial Circuit of Florida, and used by judges as the "judicial interface" to the court records (these systems are also referred to as "Court Application Processing Systems" (CAPS systems)).

The Vendor's work will consist of three phases:

a. Phase 1 – Scoping (60 hours)

Services include examining the structure of the Clericus database and determining what work will need to be accomplished to finalize the connection the Clericus database to ICMS, and identifying any end user-determined locale-specific requirements.

The Vendor may, if applicable, transfer hours from one phase to another as long as the total hours under this Agreement do not exceed 240 hours. If the Vendor requires any revisions to the services and hours in excess of 240 hours, then prior to performing said services or incurring hours in excess of 240, an amendment to this Agreement authorizing said services and hours shall be required.

b. Phase 2 - Developing the Reporting connector code (60 hours)

Services include building the ICMS connector code to support reports for Open/Closed cases.

c. Phase 3. Quality Assurance/Quality Control (120 hours)

Services include assisting local staff with user testing of the completed ICMS system for Nassau County, assisting judges and judicial assistants with user testing of the completed ICMS system for Nassau County; providing time to address any local needs not identified during the initial phases.

The Vendor agrees to provide any and all equipment needed for software development under this Agreement for the services described in this section.

TOTAL: 240 hours

### **B. The Court's Justification for Sole Sourcing of Connector Code Development**

The ICMS project was originally developed by the Eighth Judicial Circuit of Florida under the direction of Fred Buhl, their Court Technology Officer. Over the years, the Eighth, with financial support of the Trial Court Budget Commission, has employed both staff and contract developers; these developers have in-depth knowledge of the ICMS codebase, clerk case maintenance system databases, and the needs of the judiciary. As such, the Court understands that they can develop the connector code much more rapidly than would be possible with developers who were not familiar with these domains.

The Florida Court's Office of the State Courts Administrator (OSCA) is in the process of staffing a Cross-Jurisdictional Support Unit (CJSU) that will take over management of the ICMS project; the Court will continue with its existing staff and contractor personnel while adding additional staff positions, so the Court will continue to have highly skilled developers who are very familiar with the ICMS project.

### **C. Compensation (Consideration)**

The Court agrees to pay the Vendor \$70.00 per hour for the work specified above. The Vendor will perform services and shall invoice the Court for such services for no more than forty (40) hours per week unless approved by the Court Technology Officer of the Court Judicial Circuit (the "CTO"). All hours shall be paid at the rate of \$70.00 per hour with no overtime rate at any time. The CTO will act as supervisor of the Project. All invoices shall be submitted by the Vendor to the CTO as the representative of the Court for approval. The CTO shall then review the invoice and upon approval, forward the invoice for payment to the Administrative Judge for Nassau County for payment. Nassau County, at the sole and exclusive direction of the Court, shall pay the approved invoice to the Vendor from the \$2.00 Technology Fund, specifically account #49172713-531000-ICMS.

The Court will not agree to reimburse the Vendor for any travel whatsoever. If extraordinary circumstances arise, travel may be approved for reimbursement by the Court, but only upon the specific, prior approval in writing from the CTO. If such travel is approved for reimbursement by the Court, Nassau County, at the sole and exclusive direction of the Court, shall pay the approved travel payment request to the Vendor from the \$2.00 Technology Fund, specifically account # 49172713-531000-ICMS.

### **D. Agreement Terms and Conditions**

For the duration of this Agreement, the Vendor must not accept any other Agreements that would conflict with its obligation to the Court under this Agreement. The Vendor agrees that the computer source code for ICMS is protected by all rights available to the Court under intellectual property law. The Vendor agrees and acknowledges that all intellectual property

rights, including but not limited to any future enhancements, the source code, screen shots, graphic illustrations, help manual and inventions and work associated with ICMS is and shall be owned by the Court. Any work created for the Court under this Agreement by the Vendor shall be considered a work made for hire. In the event the work does not qualify as a work made for hire, as specified in 17 USC Section 101, the Court may obtain exclusive rights to a copyrightable work created by the Vendor, the Vendor's employees, or subcontractor, through assignment(s).

The Vendor agrees to cooperate by obtaining or executing the appropriate assignment documents to effect said assignment(s). This provision shall survive termination of this Agreement.

The Vendor shall be liable, agrees to be liable for, and shall indemnify, defend and hold the Court and the County, 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 Vendor in the course of the operations of and performance pursuant to this Agreement.

The Vendor shall not refer to the Court or any of its judges or courts in advertising, news releases, brochures, catalogs, television and/or radio advertisings, websites or other media used in any commercial marketing initiative, in such a way that the represents or implies that the Court prefers or endorses the products or services offered by the Vendor. This provision will not be construed as limiting the Vendor's ability to refer to the Court as one of its customers.

If, in the judgment of the Court, the Vendor for any reason fails to fulfill its obligations under this Agreement in a timely manner, or if the Vendor violates any provision of this Agreement, the Court may terminate this Agreement upon fifteen (15) days written notice by certified mail to the Vendor. The County shall receive a copy of such notice and upon termination, the County is only directed to pay for services performed by the Vendor through and including the date of termination that are performed by the Vendor to the satisfaction of the CTO at the time of termination, but not yet paid by the County.

The Vendor shall 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 Judicial Administration, and will notify the Court Counsel's office of any public records requests within five (5) business days of receipt of such a request. Violation of this provision will be grounds for termination of this Agreement.

The Court may reproduce any written materials generated as a result of the Vendor's work.

The Court or the Vendor may cancel this Agreement upon thirty (30) days written notice. Notice shall be provided to the CTO or Nick Hadley on behalf of the Vendor.

In providing, or contracting to provide services, programs or activities, maintaining facilities, or otherwise performing obligations under this Agreement, the Vendor shall comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, The Florida

Civil Rights Act of 1922 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.

The Vendor acknowledges that the Florida State Courts System has enacted an anti-fraud policy for fraud protection. This policy is located at [www.floridasupremecourt.org/oig/SCS\\_Fraud\\_Policy.pdf](http://www.floridasupremecourt.org/oig/SCS_Fraud_Policy.pdf). The Vendor agrees to conduct its business under this Agreement in a manner that is consistent with the avoidance of fraud as it is defined in this policy.

The Vendor must perform the services for which it is retained to the best of its ability and at the direction and request of the Court.

The Vendor shall maintain all documents associated with the services under this agreement and shall make them available for inspection by the Court at the Court's request. This documentation shall include records of all costs associated with this Agreement. The Vendor will maintain the documentation for a period of no less than four (4) years following the conclusion of this Agreement.

The Court's performance and obligation to pay under this Agreement are contingent upon the availability of funds lawfully appropriated to fulfill the requirement of this Agreement. Likewise, the County's maximum obligation to pay under this Agreement is contingent upon the Court's direction and shall never exceed the total appropriation of the \$2.00 Technology Fund that is not otherwise encumbered under agreements heretofore entered into between the County or the Court and third parties. In the event that sufficient unencumbered appropriated funds within the \$2.00 Technology Fund are not available, the County shall promptly notify the CTO and the Vendor, whereupon this Agreement shall be deemed terminated without penalty or expense to the County or to the Court.

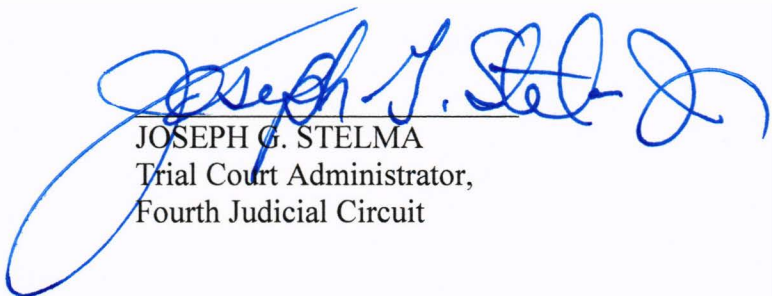
Unless terminated by written notice of either party, this Agreement shall terminate upon the successful completion of all services contemplated by this Agreement to the satisfaction of the CTO.

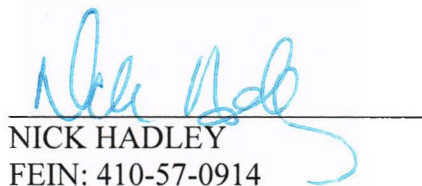
**This Agreement constitutes the entire understanding of the parties. Any modification to this Agreement must be in writing and signed by the parties.**

IN WITNESS WHEREOF, the parties have executed this Agreement, on the 18<sup>th</sup> day of June, 2019.

FOURTH JUDICIAL CIRCUIT

SYSARCH

  
JOSEPH G. STELMA  
Trial Court Administrator,  
Fourth Judicial Circuit

  
NICK HADLEY  
FEIN: 410-57-0914  
Owner, SysArch  
173 Whippoorwill Drive  
Oakridge, TN 37830

The Nassau County Board of County Commissioners, as directed by the Administrative Judge for Nassau County, will provide funding for this Agreement from the \$2.00 Technology Fund pursuant to the terms in this Agreement.

NASSAU COUNTY, BY ITS DESIGNEE FOR THE BOARD OF COUNTY COMMISSIONERS

  
MICHAEL MULLIN  
COUNTY MANAGER

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