

PROFESSIONAL SERVICES AGREEMENT

THIS 2020/2021 PROFESSIONAL SERVICES AGREEMENT (hereinafter the Agreement) is made and entered into by and between Nassau County, a political subdivision of the State of Florida (the County), and the Fourth Judicial Circuit of the State of Florida (the Court) as of the 8th day of June 2020.

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) (“\$2.00 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, the courts in Nassau County have a present need for an employee with technology experience to manage and oversee court-related technology, including computer hardware, software, modems, printers, wiring, and network connections; and

WHEREAS, the courts in Nassau County also have a present need for an employee with experience to assist in managing business operations, including billing, budget management, office supplies, and coordinating building and facilities management.

WHEREAS, pursuant to Florida Statute, §29.0081, the Court and County may enter into an Agreement under which the County funds personnel to assist in the operation of the Circuit; and

WHEREAS, the Court has requested that the County fund services for a position to serve as Assistant Court Administrator for the Courts in Nassau County from the proceeds of the Innovation Allocation and general revenue funds; and

WHEREAS, by means of this Agreement, the County intends to provide funding for the Assistant Court Administrator from the proceeds of the Technology Fund as requested by the Court and the balance to be paid from the general revenue fund; and

WHEREAS, the funding for the Assistant Court Administrator position is provided on a Court fiscal year basis; and

WHEREAS, the total amount of the funding shall not exceed sixty thousand dollars (\$60,000.00) per year plus regular benefits for a county employee.

WITNESSETH: IN CONSIDERATION OF the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the Court and Nassau County (each a Party and together the Parties) hereby agree as follows:

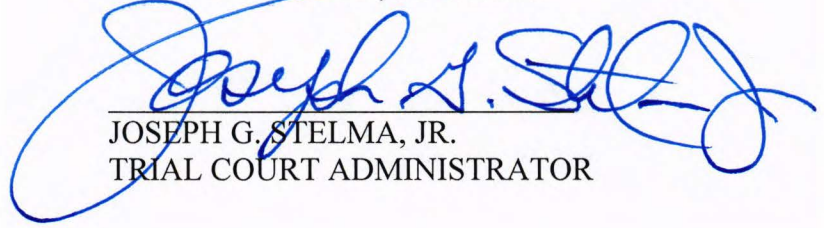
1. The position is hired, supervised, managed and fined by the Court and its designee.
2. The provisions of §29.0081(2)(b), Florida Statutes are applicable.
3. The position terminates upon the expiration of or substantial breach of this Agreement or upon the expiration of County funding for the position.
4. The position shall be funded equally by proceeds from the Technology Fund and the general revenue fund.
5. The benefits, including health insurance and those set forth in Florida Statutes §29.0081(2)(b), shall be provided through the County, with one half (1/2) of those benefits reimbursed through proceeds from the Technology Fund.
6. If the funding requested by the Court exceeds a total of \$60,000.00, exclusive of the cost of providing health insurance and other benefits, the parties shall confer and determine the total amount subject to Board approval.

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

DULY ACCEPTED this 8th day of ~~May~~^{June}, 2020.

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CIRCUIT AND COUNTY COURT FOR
NASSAU COUNTY, FLORIDA



JOSEPH G. STELMA, JR.
TRIAL COURT ADMINISTRATOR


The Board of County Commissioners of Nassau County, Florida, pursuant to Florida Statute §939.185, does hereby approve this funding.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



DANIEL B. LEEPER
Its: Chairman


ATTEST AS TO CHAIRMAN'S
SIGNATURE:



P.P. JOHN A. CRAWFORD
Its: Ex-Officio Clerk

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6-11-20

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:



MICHAEL S. MULLIN