

AGREEMENT
BETWEEN
EAGLE EYES SOLUTIONS GROUP, INC.
AND
THE FIFTH JUDICIAL CIRCUIT OF FLORIDA

THIS AGREEMENT is made between **THE FIFTH JUDICIAL CIRCUIT OF FLORIDA** and **EAGLE EYES SOLUTIONS GROUP, INC.**, a Florida corporation, (hereinafter "Contractor"). This Agreement shall begin July 1, 2023, or upon the last date of execution by all parties whichever is later and end on June 30, 2026 ("Current Term").

The parties agree as follows:

I. RECITALS

WHEREAS, Contractor is engaged in the business of compliance monitoring for participants in Problem Solving Courts throughout the Fifth Judicial Circuit; and

WHEREAS, the Contractor wishes to supply to the Fifth Judicial Circuit of Florida certain products and services more particularly set forth below; and

WHEREAS, the Contractor wishes to service the provided products with training programs, troubleshooting sessions, and support for the use and analysis of said products; and

WHEREAS, the Contractor wishes to provide the Fifth Judicial Circuit of Florida with SCRAM devices and drug patches as applied and monitored; and

WHEREAS, the Fifth Judicial Circuit of Florida wishes to use the products and services supplied in accordance with the terms of this Agreement; and

WHEREAS, the Contractor and the Fifth Judicial Circuit of Florida want to establish purchasing procedures and the terms and conditions governing the above-referenced transactions.

II. SCOPE OF SERVICES

- A.** Contractor shall provide SCRAM devices and drug patch screening and testing supplies and services to the Fifth Judicial Circuit of Florida Problem Solving Court Programs. Contractor will be compensated for supplies ("Products") and services at the rates found in "ATTACHMENT A".

- B. Contractor shall maintain all applicable licensing in order to provide each of the contracted Products and services, and provide copies of any licensure to The Fifth Judicial Circuit of Florida prior to executing any agreement with The Fifth Judicial Circuit of Florida.
- C. Contractor shall be insured or self-insured for all liability claims and related expenses pursuant to the provisions of section 768.28, Florida Statutes. The Fifth Judicial Circuit of Florida's interests, as they may appear, will be protected under the provisions of section 768.28, Florida Statutes.
- D. Fees and costs for Products and services rendered pursuant to this Agreement shall not exceed \$35,000 during any fiscal year. A fiscal year as used in this agreement begins July 1 and continues until June 30 of the next calendar year.

III. DELIVERY, SHIPPING, INSPECTION AND ACCEPTANCE

- A. The Contractor shall deliver the Products to a location designated by the Fifth Judicial Circuit of Florida (the "Delivery Point") within seven (7) business days of receipt of a Purchase Order. The Contractor assumes responsibility for the Products, and all risk of damage, loss, or delay of the Products, until the Products are delivered at the Delivery Point. Once the Products are at the Delivery Point, the Fifth Judicial Circuit of Florida assumes all responsibility for and risk of damage to such Products as allowed by law.
- B. The Fifth Judicial Circuit of Florida will inspect any delivery of Products received from the Contractor, and will notify the Contractor of any defects within thirty (30) days after the delivery date. If the Fifth Judicial of Florida Circuit fails to notify the Contractor of any such defects within such period, the shipment of Products shall be deemed accepted. The Fifth Judicial Circuit of Florida will allow the Contractor to inspect any Products alleged defective at the delivery site. At the request of the Contractor, the Fifth Judicial Circuit of Florida will ship any Products to the Contractor that the Fifth Judicial Circuit of Florida believes are defective; provided, however, that the Contractor shall pay for any freight charges related to such shipments. The Contractor agrees to replace all defective Products rejected by the Fifth Judicial Circuit of Florida or, at the Contractor's option, to reimburse the Fifth Judicial Circuit of Florida for the full purchase price thereof, including any related shipping costs and taxes.

IV. INVOICE AND PAYMENT

- A. If Contractor is providing on-going services, invoices must be submitted at least once a month using the Fifth Judicial Circuit Uniform Invoice form, attached to this agreement as "ATTACHMENT B." and any other supporting documentation necessary.
- B. Forms must be submitted by the 10th of the month for services or Products provided by

the Contractor during the preceding month. These forms must be submitted to the Fifth Judicial Circuit of Florida's Contract Manager, Roy L. Wolgamuth, Lake County Courthouse, 550 W. Main Street, Tavares, FL 32778

- C. Any reports required from the Contractor shall be accompanied by supporting documentation and will be maintained at the Fifth Judicial Circuit of Florida.
- D. If the Fifth Judicial Circuit is specifically seeking individualized Products or services, the Fifth Judicial Circuit of Florida shall provide written requests to the Contractor listing the goods it requires (a "Purchase Order"). The Contractor is not required to supply Products until a specific Purchase Order is issued by the Fifth Judicial Circuit of Florida, and the Fifth Judicial Circuit of Florida is not obliged to buy Products from the Contractor until it submits a specific Purchase Order listing the Products it requires.
- E. Payment for services or Products pursuant to this Agreement will be made from public funds appropriated for this purpose and shall concur with the compensation or fee schedule agreed to by the parties. No additional fees will be paid.
 - 1. The Fifth Judicial Circuit of Florida will initiate payment procedures upon receipt of a written invoice, submitted in detail sufficient for a proper pre-and post-audit. The invoice must include the nature of the services performed, the identity of the person performing the services, and the amount of time expended in performing the service. **Each submitted invoice must include a vendor provided invoice number either numeric or alpha-numeric of at least six (6) characters, but in no circumstance more than ten (10) characters in length** Payment will be made pursuant to Section 215.422, Florida Statutes.
 - 2. Contractor will not be compensated for travel expenses.
 - 3. If the contractor does not submit to the Fifth Judicial Circuit of Florida the required monthly invoices, the Fifth Judicial Circuit of Florida may impose a penalty of \$50.00 for each work week the invoice is overdue as set forth in Paragraph B.

V. TERMS AND CONDITIONS

- A. This Agreement is subject to the following terms and conditions:
 - 1. For the duration of this Agreement, Contractor must not accept any other Agreement(s) that would conflict with its obligations under this Agreement.
 - 2. If, in the sole judgment of the Fifth Judicial Circuit of Florida, Contractor for any reason fails to fulfill their obligations under this Agreement in a timely manner, or if Contractor violates any provision of this Agreement, the Fifth Judicial Circuit of Florida may terminate this Agreement on fifteen (15) days written notice by certified mail.

3. The Fifth Judicial Circuit of Florida may unilaterally terminate this Agreement if Contractor refuses to allow public access to all documents, papers, letters or other material made or received by the Fifth Judicial Circuit of Florida of the Contractor in conjunction with the Agreement, unless the Records are exempt from s.24(a) of Article 1 of the Florida Constitution; Section 119.07(1), Florida Statutes; or Rule 2.420 Florida Rules of General Practice & Judicial Administration.
4. The Fifth Judicial Circuit of Florida may reproduce, without further compensation to Contractor, any written materials generated as a result of Contractor's work.
5. Except as may be required in the marketing of the Products, as required by the laws of the State of Florida, or with the Contractor's prior written consent, the Fifth Judicial Circuit of Florida shall not, either directly or indirectly, in whole or in part, use or disclose to any person, firm, corporation, or other entity, any of the Contractor's confidential information, which may include (but not be limited to) records, customer lists, data, formula, documents, drawings, inventions, methods, or processes. Information about the Products that is revealed during the term of this Agreement is confidential and shall be protected from disclosure.
6. Contractor acknowledges and agrees that certain confidential information may be obtained or created through their work with the Fifth Judicial Circuit of Florida under this Agreement.
 - a. Contractor agrees to take appropriate measures to protect the privacy of individuals and all confidential information obtained or created by the Fifth Judicial Circuit of Florida during the course of its performance under this Agreement.
 - b. Contractor agrees that all treatment records and information shall be subject to the confidentiality provisions of 42 U.S.C. § 290dd-2. (HIPPA) and Chapter 397 (Marchman Act).
 - c. Contractor agrees that they will input weekly treatment related information into the Florida Drug Court Case Management System. Any delay in updating this information may subject Contractor to penalties as set forth above in Paragraph F, Number 4.
7. If Contractor's services are not needed due to cancellation or rescheduling of the Program described in this Agreement, the Fifth Judicial Circuit of Florida may cancel this Agreement, without any obligation to pay Contractor upon written notice.

8. In providing, or contracting to provide, Products, services, programs or activities, maintaining facilities, and otherwise performing obligations under this Agreement, Contractor will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992, the Public Entity Crime Statement: 287.133(2)(a), Florida Statutes, and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or disability. Violation of this provision by Contractor will be grounds for termination of the Agreement by The Fifth Judicial Circuit of Florida without liability for payment of cancellation or other charges.
9. Contractor is not an agent or employee of The Fifth Judicial Circuit of Florida, the Florida Supreme Court, or the State Courts System.
10. Performance and obligation to pay under this Agreement by the Fifth Judicial Circuit of Florida is contingent upon an annual appropriation by the Legislature.
11. This Agreement is bound by the General Contract Conditions of the Florida State Court System which can be found at:
12. The terms and conditions described as General Contract Conditions for Services are incorporated herein as if fully recited in this Agreement—except to the extent that any of those terms or conditions are in conflict with this Agreement in which case the terms and conditions of this Agreement shall prevail.
13. The contractor must be currently registered at:
 - a.
 - b.
14. Contractor must perform the services for which Contractor is retained to the best of Contractor's ability and at the direction and request of the Fifth Judicial Circuit of Florida.
15. Contractor will maintain a file available for inspection by the Fifth Judicial Circuit of Florida containing documentation of all costs associated with this Agreement. Contractor will maintain the file until otherwise notified by the Fifth Judicial Circuit of Florida, or for a period of five (5) years following the conclusion of this Agreement, whichever occurs first.

16. This Agreement will begin July 1, 2023, or upon the date of execution by the last party to sign, whichever is later. These services are ongoing for the Agreement period or until funds are exhausted. In any event, the term of this Agreement will not extend beyond June 30, 2026.
17. The Fifth Judicial Circuit of Florida's performance and obligation to pay this Agreement are contingent upon the availability of county funding lawfully appropriated to fulfill the requirements of this agreement. **Fiscal Non- Funding Clause:** If the State of Florida or the representative county does not appropriate sufficient funds to sustain services for the remainder of this Agreement, the Fifth Judicial Circuit of Florida shall notify the Contractor of such occurrence and this Agreement shall terminate pursuant to the terms expressed in said Notice. If no specific date of termination is provided in said Notice, this contract shall terminate on the last day of the current fiscal period without penalty or expense to the Fifth Judicial Circuit of Florida.
18. The Contract Manager for this Agreement is Roy L. Wolgamuth, Esq., Lake County Courthouse, 550 W. Main Street, Tavares, FL 32778.
19. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
20. This Contract shall be construed under and be governed by the laws of the State of Florida. All services shall be provided pursuant to Florida statutes, rules of court, the Code of Judicial Conduct, applicable administrative orders and relevant case law.
21. The Contractor and the Fifth Judicial Circuit of Florida shall not be considered in default hereunder or be liable for any failure to perform or delay in performing any provisions of this Agreement in the customary manner to the extent that such failure or delay is caused by any reason beyond its control, including any act of God, fire, explosions, hostilities, or war (declared or undeclared), strike or work stoppage involving either party's employees, or governmental restrictions; provided, however, that the party declaring force majeure shall give prompt written notice to the other party of the commencement, nature, and termination of the force majeure condition. The party whose performance has been interrupted by such circumstances shall use every reasonable means to resume full performance of this Agreement as promptly as possible.
22. The Contractor shall at all times indemnify, defend, and hold harmless the Fifth Judicial Circuit of Florida against all claims, actions, damages, losses, liabilities, and expenses, including reasonable outside attorneys' fees, arising

out of or caused by any breach of any of the representations, undertakings, or agreements made by the Contractor in connection with:

- a. any claim of breach of any express or implied warranty or negligence or strict liability, product liability, or similar theory in connection with the production, design, sale, or use of any of the Products purchased by the Fifth Judicial Circuit of Florida;
 - b. any claims of patent or trademark infringement, or other violation of intellectual property rights, of third persons in connection with the production, design, sale, or use of any of the Products purchased by the Fifth Judicial Circuit of Florida hereunder or the use of the trademarks, trade names, logos, or other intellectual property pertaining thereto; and
 - c. any and all other claims and liabilities of every kind or character whatsoever arising out of, or related to, the production, design, sale, or use of the Products purchased by the Fifth Judicial Circuit of Florida hereunder, unless the same result solely from the Fifth Judicial Circuit of Florida's gross negligence or knowing violation of law—as permitted by state law.
23. All references in this Agreement to the parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the parties.
24. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature. *However, the last signature shall serve as the effective date for the Agreement.*
25. The parties affirm that they have entered into this Agreement freely, voluntarily, and without reliance on any promises, representations, or other statements not contained in this Agreement and that they have read and understood this Agreement.
26. *None of the language in this Agreement shall be construed to be a waiver of the Fifth Judicial Circuit's sovereign immunity pursuant to Section 768.28, Florida Statutes.*
27. The Fifth Judicial Circuit understands the Contractor began performing the work outlined in the Scope of Services section of this Agreement before this Agreement was executed by the parties. The Fifth Judicial Circuit and the Contractor acknowledge this work was done prior to this Agreement being

executed by the parties and the parties agree this work will be subsumed into this Agreement and the Contractor will be compensated for all work completed by the Contractor before execution of this agreement.

VI. FLORIDA SINGLE AUDIT REQUIREMENTS

A. The Contractor, as a recipient of state funds, will comply with the Florida Single Audit Act, Section 215.97, Florida Statutes and applicable rules of the Department of Financial Affairs and the Auditor General. Applicable rules of the Department of Financial Services, the Auditor General, and other important information pertaining to the Florida Single Audit Act can be found at <https://apps.fldfs.com/tsaa/>.

1. Expenditures of state funds must be in compliance with the laws, rules and regulations applicable to expenditures of State funds including but not limited to, the Department of Financial Services Reference Guide for State Expenditures.
2. Contractor may expend State Funds under this Agreement only for allowable costs resulting from the obligations incurred during the term of the Agreement.
3. Any balances of unobligated funds that have been advanced or paid to Contractor, that is not authorized to be retained for direct program costs in a subsequent period must be refunded within **thirty (30) business days** to the Fifth Judicial Circuit of Florida.
4. Any funds paid in excess of the amount to which Contractor is entitled under the terms and conditions of this Agreement must be refunded within **thirty (30) business days** to the Fifth Judicial Circuit of Florida.

VII. E-VERIFY REQUIREMENT.

- A. The Contractor shall utilize the United States Department of Homeland Security's (DHS) E-Verify system () to verify the employment eligibility of all new employees hired during the term of the Contract/Agreement for which the Contractor / Recipient is providing services to the Circuit/Court.
- B. The Contractor shall also include a requirement in all subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor after January 1, 2021, and during the term of the Contract/Agreement for which the Contractor is providing services to the Circuit/Court.
- C. Prior to allowing any subcontractor to provide any services contemplated under this Contract/Agreement, the Contractor shall provide to the Circuit's/Court's Contract/Grant Manager with a copy of the subcontractor's DHS E-Verify registration, along with an affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens.

D. After the execution of the initial Contract/Agreement, the Contractor shall provide the Circuit with both the DHS E-Verify registration and corresponding affidavit for all subcontractors performing services under this Contract/Agreement, on an annual basis thereafter.

E. If the Contractor is unable to register to utilize the United States Department of Homeland Security's (DHS) E-Verify system because they are a sole proprietor with no employees, then the Contractor must complete a registration waiver affidavit certifying the reason for non-registration which must be submitted for approval along with the required signed contractual documents.

F. After the execution of the initial Contract/Agreement, the Contractor shall provide the Circuit/Court with both the DHS E-Verify registration or registration waiver affidavit and corresponding affidavits for all subcontractors performing services under this Contract/Agreement, on an annual basis thereafter.

G. Violation of the provisions in this paragraph by the Contractor shall constitute grounds for immediate termination of the contract by the Circuit/Court pursuant to section 448.095(2)(c), Florida Statutes.

H. Pursuant to section 448.095(2)(f), Florida Statutes, the Contractor is liable for any additional costs incurred by the Circuit/Court as a result of the termination of this Contract/Agreement for a violation of the provisions contained in this paragraph.

THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES. IT MAY BE CHANGED ONLY BY A CONTRACT IN WRITING SIGNED BY BOTH PARTIES.

Having read this entire Agreement, the parties hereby agree to be bound by the provisions set forth herein

Daniel B. Merritt, Jr. 6-7-23
Date
Chief Judge
Fifth Judicial Circuit of Florida

Jerry Hostutler 6/7/23
Date
Eagle Eyes Solution Group, Inc.
373 West Alfred St.
Tavares, FL 32778
Phone: 352-508-9190

Reviewed for legal sufficiency by:

Roy L. Wolgamuth, Esq. June 7, 2023
Date
General Counsel
Fifth Judicial Circuit of Florida

FEIN: 86-2552554



ATTACHMENT A

373 West Alfred Street
Tavares, Florida 32778
Office: (352) 508-9190

License No. A 3100061



SCRAM PRODUCTS AND SERVICES FEE SCHEDULE 2023

Monitoring Services

CAM – Continuous Alcohol Monitoring	\$13 Daily using our equipment \$9.00 using County owned equipment. <u>Use first if possible</u>
GPS Monitoring Service	\$10 Daily
Ally Monitoring Service	\$2 Daily (This requires additional GPS location monitoring)
Remote Breath Monitoring	\$10 Daily
House Arrest Monitoring	\$10 Daily

***All SCRAM products require a one-time installation and connection charge of \$100 for equipment installed at our office location. Off-site installation is available and handled on a case-by-case basis. (Any additional fees Waived for the 5th Judicial Circuit)

**** There is a contract required with the SCRAM provider and all clients. Unless arrangements have been made with the Courts/County, all clients are financially responsible for daily monitoring fees and fees for any damaged/missing equipment, outside of normal usage.

****All SCRAM services provided include :

1. Notice of Installation
2. Immediate Violation Reporting
3. Monthly Status Updates (when there are no violations to report)
4. Additional victim communications with equipped with SCRAM GPS w/ALLY Victim Notification Monitoring

PharmChem Drug Patches – Installation Fees \$25.00 per patch applied.

- Standard \$8.00/daily
- Extended \$13.00/daily

- Single Breath Test \$10.00
- Standard Urine Drug Screen \$20.00
- Extended Urine Drug Screen \$30.00

