

AGREEMENT BETWEEN PINELLAS COUNTY, FLORIDA, AND THE SIXTH JUDICIAL CIRCUIT COURT OF FLORIDA FOR COUNTY FUNDED COURT EMPLOYEES

This Agreement is made the day executed below, by and between Pinellas County, Florida, a political subdivision of the State of Florida (County) and Robert J. Morris, Jr., Chief Judge of the Sixth Judicial Circuit on behalf of the Sixth Judicial Circuit (Court).

WITNESSETH

WHEREAS the purpose and intent of this Agreement is to delineate the respective powers, privileges, and responsibilities of the County and the Court regarding county funded court employees, and

WHEREAS, the purpose and intent of this Agreement is to not require the County to provide funding for county funded court personnel except as otherwise required by law or as otherwise agreed to by the County,

NOW THEREFORE, in consideration of the mutual covenants of this Agreement, the County and the Court agree as follows.

Section 1. Authority

This Agreement is entered into pursuant to Article V, sections 2(a) and (14), Florida Constitution, chapter 29 and chapter 43, Florida Statutes, including section 29.0081.

Section 2. Definitions

a. "County" means Pinellas County, Florida, a political subdivision of the State of Florida.

b. "County funded court employees" means those employees of the Sixth Judicial Circuit who are filling positions where the salaries, benefits, and other perquisites are paid by Pinellas County pursuant to this Agreement. Those employees set forth in Attachment "A" are current employees filling such positions as of June 1, 2009. This Attachment may be amended upon written notice to the County.

c. "Court" means the Sixth Judicial Circuit of Florida.

d. "Chief Judge" means the Circuit Judge of the Sixth Judicial Circuit duly elected pursuant to Rule of Judicial Administration 2.215. Robert J. Morris, Jr. is the Chief Judge on July 1, 2009.

e. "Retired county funded court employees" means: 1. those retired employees of the Sixth Judicial Circuit; 2. who previously filled positions where the salaries, benefits and other perquisites were paid by Pinellas County; and 3. who apply for retirement directly upon leaving these specified positions. Those employees set forth in Attachment "B" are retired county funded court employees as of June 30, 2009. This attachment may be amended upon written notice to the County.

f. "Unified Personnel Act" means Chapter 77-642, Laws of Florida, as amended.

Section 3. Identification of Employer

a. The Court is an independent and separate branch of state government pursuant to Article V of the Florida Constitution. As such, the Court is entitled to establish all policies and procedures governing its employees, including county funded court employees, and retired county funded court employees. The Chief Judge or his or her designee shall hire, supervise, terminate, and establish policies relating to the work of such employees, including but not limited to designating hours of work, leave, and other terms and conditions of employment for persons whose employment is funded under this Agreement. County funded court employees are not subject to the Unified Personnel System.

b. The County shall be considered the employer of county funded court employees for the purposes of chapter 440 and chapter 443 and shall provide such coverage to county funded court employees in the same manner as it is provided to employees of the Unified Personnel System. The Court will provide full access to all documents and individuals under its control and work in good faith with the County in order to assist in the compliance with this subsection of the Agreement.

Section 4. Compliance with Laws and Indemnification

The Court agrees to comply with all federal, state, and other applicable laws relating to county funded court employees, including but not limited to Title VII of the Civil Rights Act of 1964, Title I of the Americans with Disabilities Act, 42 U.S.C. s. 1983, the Family Medical Leave Act, the Fair Labor Standards Act, chapter 447 and 760, and ss. 112.3187, 440.105, and 440.205, Florida Statutes. Pursuant to section 29.0081, Florida Statutes, the Court hereby agrees to indemnify the County for violation of any of these laws to the extent authorized by section 768.28(19), Florida Statutes, and to the extent such liability is the result of the acts or omissions of the Sixth Judicial Circuit, its agents, or employees.

Section 5. County Obligations

a. Benefits. The County agrees to provide benefits to county funded court employees and retired county funded court employees in the same manner that such benefits are provided by the County to current employees and retired employees of the Unified Personnel System, including but not limited to health insurance, life insurance,

long term disability insurance, dental coverage, vision coverage, and the employee assistance program.

b. Financial and Payroll Reporting. The County agrees to prepare all financial payroll reports for county funded court employees, for both internal use and external reporting.

c. Retirement. The County agrees to make contributions to the Florida Retirement system on behalf of county funded court employees pursuant to Chapter 121, Florida Statutes.

Section 6. Court's Obligations

a. The Court agrees to maintain all documents related to the employment of county funded court employees, including job class and descriptions for each position, area of work, and related duties for each position. Such documents shall be retained for a period of three years following termination of this Agreement. Such records shall be provided to the County upon request within ten (10) days.

b. The Court shall notify the County of any personnel changes in county funded positions during the State fiscal year within ten (10) days.

c. The County may conduct a review or fiscal audit of the funds expended pursuant to this agreement in accordance with section 29.008(2), Florida Statutes, and the Court will cooperate with such review.

Section 7. Filing and Effective Date

This Agreement shall become effective upon the (a) execution of this Agreement by the proper officers of the County and the Court as of the date set forth below; and (b) upon filing with the Clerk of the Circuit Court of Pinellas County Florida.

Section 8. Term

The term of this Agreement is through June 30, 2011, provided however, that this Agreement may be extended for five consecutive two-year periods upon mutual agreement of the County and the Court.

Section 9. Modification of Agreement

This Agreement constitutes the entire Agreement between the Parties, and no change will be valid unless made by supplemental written Agreement executed by the Parties. This Agreement may be modified in writing by the mutual consent of the County and the Court.

Section 10. Controlling Law; Members of County and Court Not Liable

All covenants, stipulations, obligations, and agreements of the County and the Court contained in this Agreement shall be deemed to be covenants, stipulations, obligations, and agreements of the County and the Court respectively to the full extent authorized by the Constitution and the laws of the State of Florida. No covenant, stipulation, obligation, or agreement contained herein shall be deemed to be a covenant, stipulation, obligation, or agreement of any present or future member of the governing body or agent or employee of the County or the Court in its, his, her, or their individual capacity and neither the members of the governing body of the County or the Court nor any official executing this Agreement shall be personally liable or be subject to any accountability by reason of the County or the Court executing this Agreement or any act pertaining thereto.

Section 11. Severability

The terms and conditions of this Contract 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 to be impossible to perform.

Section 12. Termination

a. Except as provided in subparagraphs below, this Agreement may be terminated by either party upon no less than ninety (90) days written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

b. In the event funds to finance this agreement become unavailable, either party may terminate the Agreement upon no less than thirty days (30) days notice in writing to the other party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Each party shall endeavor, whenever possible and consistent with its legal obligations and principles of prudent management, to provide ninety (90) days notice for Termination for Lack of Funds. Each party shall be final authority as to the availability of funds and extension of notice beyond the minimum time herein stated.

c. In addition to the rights, as set forth above, this Agreement may be terminated by either party for any breach by the other party of the terms of this Agreement upon thirty (30) days written notice. The party in breach shall have opportunity to cure within this thirty (30) day time period. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Each party may at its discretion waive any breach by the other party in writing, but such waiver shall not constitute a waiver of any future breaches, including breaches of the same type.

Section 13. Documents Comprising this Agreement

This Agreement shall include the following documents which are incorporated herein by reference:


a. Attachment A: List of current "County Funded Court Employees" as referenced in Section 2(b) of this Agreement.

b. Attachment B: List of current "Retired County Funded Court Employees" as referenced in Section 2(e) of this Agreement.

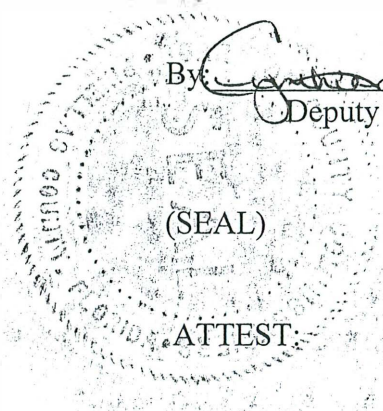
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year written below.

ATTEST:
KEN BURKE, Clerk

PINELLAS COUNTY, FLORIDA
by and through its
Board of County Commissioners

By: 
Deputy Clerk

By: 
Calvin Harris, Chairman



Date: June 16, 2009

SIXTH JUDICIAL CIRCUIT

By: 
Robert J. Morris, Jr. Chief Judge

Date: 6/1/09

APPROVED AS TO FORM:


Office of the County Attorney

H:\USERS\ATYKB10\WPDOCS\BRODY\Carl\Justice & Consumer Services\Agrmts\20090601 County proposal with edits with attachment june 1.docx

ATTACHMENTS:
Attachment A

Name	EmpNumber	OriginHireDate	Control#	JobClass	Depart
ALVARE, CARLIE L	91128	12/13/2005	CT/C54	Court Program Specialist I	Crim Admin Serv(AOC)
BARRON, JOYCE	90406	4/28/2006	CT/C21	Secretary Specialist (Part-time)	Assist/Dr. Poorman
BECKLES, BERDENE	91129	10/2/2008	CT/C120	Trial Court Staff Attorney	Court Counsel
CARR, GLENN F	90722	12/12/2006	CT/C96	User Support Analyst	Court Technology
CASINO, ELISABETH G	90697	11/20/2006	CT/C67	Trial Court Staff Attorney	Court Counsel
CLEMENT, MARK W	25490	3/1/1999	CT/C38	Senior Information Systems Analyst	Court Technology
CORDEIRO, MICHAEL S	91000	3/22/2007	CT/C125	User Support Analyst	Court Technology
NIKOLOPOULOS, EUGENIA	6558	9/29/1986	CT/C44	Secretary Specialist	Behav Eval Prog
DAKOSKI, KELLY J	25372	5/20/1996	CT/C72	Court Program Specialist II	Juvenile Diversion
DAVIS, BRIAN	90499	6/12/2006	CT/C124	User Support Analyst	Court Technology
DISCIOSCIA, JOANN	91102	10/18/2004	CT/C89	Court Program Specialist I	Drug Court
ELLENWOOD, WINFRED E	21606	4/27/1998	CT/E1	Video/Audio Operations Coordinator	Court Technology
FOGLE, MARTY M	35621	3/19/1979	CT/C24	Juvenile Diversion Coordinator	Juvenile Diversion
GRAHAM, TAMMEAKA L	90976	9/26/2007	CT/C93	Secretary Specialist	Juvenile Diversion
HAVERKAMP, DONNA L	5528	8/19/1985	CT/E19	Law Library Director	Law Library
HEUSER, CHRISTINE M	90362	3/20/2006	CT/C22	Secretary Specialist	Juvenile Diversion
JAGGI, CHRISTINE M	34004	7/22/2002	CT/E14	Staff Psychologist	Behav Eval Prog
JAMESON, MICHELLE M	90606	9/6/2006	CT/C121	Alternative Sanctions Coordinator	UFC
JOHNSON, ERIC P	21582	4/3/2000	CT/C63	Senior User Support Analyst	Court Technology
LAHER, JASON	91136	10/27/2008	CT/C20	Court Program Specialist I	Juvenile Diversion
LANDRESS, SUSAN S	5544	10/16/1985	CT/C32	Field Investigator	Guardianship
LANDREY, MELISSA	91130	9/22/2008	CT/C84	Trial Court Staff Attorney	Court Counsel
PRICE, KIM CLOUSE	91139	11/3/2008	CT/C123	Secretary Specialist (Part-time)	Court Counsel
NINIOS, PHILLIP	904054	28/2006	CT/C122	Social Worker	Behav Eval Prog
PETERS, PAMELA J	31206	11/27/2000	CT/C75	Senior User Support Analyst	Court Technology

PLANT, RAELEEN 90377 4/3/2006	CT/C92 Court Program Specialist I	Juvenile Diversion
PRESTI, HEATHER 26538 4/15/2002	CT/C119 Administrative Assistant III	Court Counsel
MCLANE, ALICIA M REED 39200 3/1/2004	CT/C81 Court Program Specialist I	UFC
RENTZ, ANDRE D 91103 12/12/2005	CT/C3 Court Program Specialist I	Drug Court
RICE, JULIA L 90731 1/8/2007	CT/C85 Trial Court Staff Attorney	Court Counsel
SOLAZZO, ADELE A 90119 7/1/2005	CT/E26 Staff Psychologist	Behav Eval Prog
STERN, MATTHEW R 90812 3/5/2007	CT/C62 Court Program Specialist I	Juvenile Diversion
TAN, KORKMAZ 34874 3/17/2003	CT/C55 Senior Information Systems Analyst	Court Technology
TAYLOR, KRISTEN N 90159 6/11/2007	CT/C43 Drug Court Mgr	Drug Court
TOY, THOMAS J 18254 11/13/2000	CT/C90 Senior Court Program Specialist	Juvenile Diversion
WEAVER, JAMES O 22032 2/3/1992	CT/E21 Distributed Systems Network Coordinator	Court Technology
WINSHIP, BETH N 16544 10/20/1986	CT/C17 Senior User Support Analyst	Court Technology
WRIGHT, ANGELA C 8986 1/11/1999	CT/C53 Senior User Support Analyst	Court Technology
XIONG, XAY 34514 2/17/2003	CT/C91 Court Program Specialist II	Juvenile Diversion
ZARLING, CYNTHIA L 25410 4/21/1997	CT/E13 Behavioral Evaluations Program Director	Behav Eval Prog

As of June 1, 2009

Attachment B

Emp #	Name	Dept	Title	Hire Date	Term Date
16730	Metzger, Gary E	Pinellas County G	Video Oper Coord.C.	8/31/87	2/24/00
15352	Holbrook, Lois J	CRT ADM	GAL Case Coord.A..	10/4/99	9/29/00
03656	Gardner, Shaaron G.	BEHAV EVAL	Behaviorial Evals Prog Director	10/2/78	2/25/02
18276	Mabe, Ginger L	ADR	Sr Secretary.A..	6/12/89	1/31/03
35561	Brush, Vivian	CAL CONTRL	Crim Admin Coord.A..	8/9/77	3/31/03
38580	Baughey, Marcia K	CJIS COORD	Clerical Asst.A..	7/2/79	1/24/03
2660	Bruce, Thelma D	CRT ADM	Field Investigator.A	10/11/82	12/30/05
28374	Miller, Robert Alan	CRT ADM	Behavioral Eval.C..	11/17/72	3/31/05
22056	Shakespeare, Joyce	CRT ADM	Secretary Specialist	8/6/91	8/15/2008*
5522	Cox, Deanna	CRT ADM	Secretary Specialist	7/15/1985	10/31/2008

* moved to County fund 7/1/08 with RIF

As of June 30, 2009