

**MEMORANDUM OF UNDERSTANDING BETWEEN
PINELLAS COUNTY AND THE SIXTH JUDICIAL CIRCUIT COURT OF FLORIDA
FOR GRANT-FUNDED COURT EMPLOYEES**

This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between Pinellas County, a political subdivision of the state of Florida (COUNTY), and the Sixth Judicial Circuit Court of Florida (COURT).

WHEREAS, intermittently the County applies for and receives grants from various sources which are obtained for the purpose of assisting in the funding of County Funded Court Employees; and

WHEREAS, this MOU will provide the legal structure for all such funds received for County Funded Court Employees; and

WHEREAS, the COURT agrees, to undertake certain activities consistent with the purpose of grant funding received by the County; and

WHEREAS, the COUNTY is the grantee of the Grant and is acting as the fiscal agent for the Grant to fund the COURT'S hiring of employee(s). Those employees and/or contract services are necessary for the COURT to perform its specified activities under the Grant; and

WHEREAS, the COUNTY desires to ensure that the COURT has the ability to properly perform such activities; and

WHEREAS, in order to fulfill its responsibilities under the Grant, the COURT may hire employees and contract for services; and

WHEREAS, the funding for the Grant is in the approved budget for Justice Coordination or will occur during the term of this MOU.

THEREFORE, the COUNTY and the COURT agree as follows:

1. In accordance with each Grant received for the purpose of funding County Funded Court Employees, the COURT may hire employees and may contract for services to provide services for COURT functions consistent with the terms of the individual Grant. The Chief Judge retains the sole authority to hire, terminate, and establish policies relating to the work of any such employee or contracted personnel. The number of employees hired and the

extent of any contracted services are limited to those funded or reimbursed by the Grant or by any approved Grant Adjustment Notice thereto.

2. The COURT and the COUNTY agree that any employee hired by the COURT in, accordance with the terms of each individual Grant, will be a county-funded court employee as defined in the Interlocal Agreement (attached hereto as Exhibit A) regarding county-funded court employees between the COUNTY and the COURT, and which may be further extended during the term of this MOU. The COURT will pay for such employees by funds transferred from the COUNTY through Pinellas County Human Services to the COURT. Funds transferred will be limited to the amount received by the COUNTY for such purposes under each individual Grant.
3. The COUNTY and the COURT agree that the COURT cannot and will not have any role in the COUNTY's hiring or contracting for personnel or other services to perform non-court-related functions under the Grant.
4. To the extent authorized by section 768.28(19), Florida Statutes, and to the extent that such liability is solely the result of acts or omissions of the Sixth Judicial Circuit, its agents, or its employees, the COURT shall pay the cost of defense, and hold harmless the COUNTY from all suits, actions, claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said county-funded court employee; or by, or on account of, any claim or accounts recovered under the "Workers' Compensation Law"; or of any other laws, by-laws, ordinances, orders, or decrees.
5. This MOU is effective upon execution by both parties and shall remain in effect until June 30, 2024, unless mutually extended or modified by the parties.
6. Except as expressly provided in the MOU, neither party may subcontract, assign, or transfer its rights or obligations under this MOU without prior written consent of the other party.

7. Either party may cancel this MOU upon receipt of ninety (90) calendar days written notice.
8. All rights and responsibilities provided for in this MOU shall be read to be subject to the availability and receipt of Grant funds.
9. This MOU and any extensions, amendments, or attachments related hereto are public records subject to Chapter 119, Florida Statutes.
10. This MOU constitutes the entire agreement between the parties regarding grant funding received by the County for the purposes of funding county-funded court employees hired for grant positions. It may be amended, only in writing, and signed by all parties to this MOU.

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

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

By: Pat Gerard
Pat Gerard, Chairman

**THE SIXTH JUDICIAL CIRCUIT
COURT OF FLORIDA**, by and through its
Chief Judge.

By: Anthony Rondolino
Anthony Rondolino, Chief Judge

Date: May 19, 2020

Date: 4/21/20

ATTEST: KEN BURKE, CLERK
By: Ken Burke
Deputy Clerk



APPROVED AS TO FORM

Page 3 of 3

By: Michael A. Zas
Office of the County Attorney