

**INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND THE SIXTH JUDICIAL CIRCUIT COURT OF FLORIDA
FOR COUNTY-FUNDED COURT EMPLOYEES**

This AGREEMENT (Agreement) is made and entered into on the date executed below, by and between Pinellas County (**COUNTY**), a political subdivision of the State of Florida, and Anthony Rondolino, 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 recognize the County's funding of certain Court personnel, ("County Funded Court Employees") as agreed to herein;

NOW THEREFORE, in consideration of the mutual covenants of this Agreement, the **COUNTY** and the **COURT** agree as follows.

1. Authority.

- a. The parties hereto are authorized to enter into this Agreement per §163.01, Fla. Stat. and pursuant to Article V, sections 2(a) and (14), Florida Constitution, Chapter 29 and Chapter 43, Florida Statutes, including section 29.0081.

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 prerequisites are paid by Pinellas County pursuant to this Agreement. Those employees set forth in Attachment "A" are current employees filling such positions as of September 25, 2019. 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. Anthony Rondolino is Chief Judge on July 1, 2020.
- 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 September 25, 2019. This attachment may be amended upon written notice to the County.
- f. “Unified Personnel Act” means Chapter 77-642, Laws of Florida, as amended.

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** to assist with compliance regarding this subsection of the Agreement.

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.

5. County Obligations: In addition to funding for the hiring/salaries of County-Funded Court Employees as set forth herein **COUNTY** also agrees to:

- 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.

6. Court 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.

7. Term.

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. This Agreement shall expire June 30, 2024, unless otherwise mutually modified. Parties reserve the right to renew this Agreement for up to five (5) additional two-year terms.

8. Amendment/Modification.

This Agreement constitutes the entire agreement between the Parties regarding county-funded court employees. It may be amended only in writing and signed by all parties to this Agreement.

9. Assignment

No assignment of this Agreement shall be allowed without the prior written permission of the Parties.

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 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.

11. Severability.

The terms and conditions of this Agreement 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 clause, term or condition held to be illegal or void renders the balance of the agreement to be impossible to perform.

12. Termination.

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

- a. 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.
- b. 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-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.

13. Governing Law.

The Laws of the State of Florida shall control any interpretation or enforcement of this Agreement.

14. Public Records

This Agreement and any extensions, amendments, or attachments related hereto are public records subject to Chapter 119, Florida Statutes.

15. 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.



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

By: Pat Gerard
Pat Gerard, Chairman

Date: May 19, 2020

ATTEST: KEN BURKE, CLERK

By: [Signature]
Deputy Clerk

APPROVED AS TO FORM

By: Michael A. Zas
Office of the County Attorney

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

By: [Signature]
Anthony Rondolino, Chief Judge

Date: 4/21/20

ATTACHMENT A:

Sixth Judicial Circuit County-Funded Employees (ACTIVE)

Emp #	Name	Dept	Title	Hire Date
	VACANT	Legal	CTA/C119 Senior Secretary	
103661	Martingano, Nicole	Legal	CTA/C120 Trial Court Law Clerk (Staff Attorney)	5/13/2019
90606	Jameson, Michelle M.	Unified Family Court	CTA/C121 Alternative Sanctions Coordinator	9/6/2006
101491	Gonzalez, Cristina Marie	Behavioral Evaluations	CTA/C122 Court Counselor	12/29/2014
102117	Pitts, Stephanie	Legal	CTA/C123 Administrative Assistant I	10/6/2014
102661	Willis, Dustin	Court Technology Office	CTA/C124 Sr. Network Support Analyst/Court Technologist II	6/23/2017
102713	Brown, Kenneth	Court Technology Office	CTA/C125 Senior User Support Analyst/Court Technologist I	8/7/2017
101464	Garza, Enrique	Court Technology Office	CTA/C126 Senior User Support Analyst/Court Technologist II	11/17/2014
25490	Clement, Mark	Court Technology Office	CTA/C127 Applications/Database Analysts/Court Tech Asst Manager	3/1/1999
34874	Tan, Korkmaz	Court Technology Office	CTA/C128 Applications/Database Analysts/Court Tech Asst Manager	3/17/2003
90499	Davis, Brian	Court Technology Office	CTA/C129 Applications/Database Analyst/Audio/Video Asst Operations Coord	6/12/2006
102890	White, Jared	Behavioral Evaluations	CTA/C130 Community Resources Advocate	1/22/2018
102908	Collins, Russia	Behavioral Evaluations	CTA/C131 Community Coordinator	2/5/2018
102907	Riefkohl, Sigrd	Behavioral Evaluations	CTA/C132 Administrative Assistant	2/5/2018
16544	Winship, Beth N.	Court Technology Office	CTA/C17 Sr. Information Systems Analyst/Court Technologist III	10/20/1986
103553	Ellenwood, Sarah	Juvenile Diversion	CTA/C20 Court Program Specialist I	2/11/2019
102528	Hickman, Steven I.	Juvenile Diversion	CTA/C22 Sr. Secretary	2/20/2017
34514	Xiong, Xay	Juvenile Div/Teen Court	CTA/C24 Program Coordinator (Juvenile Diversion)	2/17/2003
	VACANT	Guardianship Review	CTA/C32 Field Investigator	
91208	Bridenback, Nicholas K.	Court Operations Manage	CTA/C43 Drug Court Manager	11/23/2009
6558	Nikolopoulous, Eugenia N.	Behavioral Evaluations	CTA/C44 Sr. Secretary	9/29/1986
8986	Wright, Angela C.	Court Technology Office	CTA/C53 Sr. Information Systems Analyst/Court Technologist III	1/11/1999
103680	Hall, Marques	Juvenile Diversion	CTA/C54 Court Program Specialist II	5/28/2019
103779	Ealy, Gessica	Juvenile Diversion	CTA/C62 Court Program Specialist I	8/5/2019
90697	Casino, Elisabeth G.	Legal	CTA/C67 Trial Court Law Clerk (Staff Attorney)	11/20/2006
25372	Dakoski, Kelly J.	Juvenile Div/Teen Court	CTA/C72 Court Program Specialist II	5/20/1996
31206	Akon, Pamela J.	Court Technology Office	CTA/C75 Sr. Information Systems Analyst/Court Technologist III	11/27/2000
39200	McLane, Alicia M.	Teen Court	CTA/C81 Court Program Specialist I	3/1/2004
103668	Salvas, Michael	Legal	CTA/C84 Trial Court Law Clerk (Staff Attorney)	5/28/2019
103660	Carter, Emily	Legal	CTA/C85 Trial Court Law Clerk (Staff Attorney)	5/13/2019
103824	Sullivan, Krista	Adult Drug Court	CTA/C89 Court Program Specialist I	9/16/2019
18254	Toy, Thomas J.	Teen Court	CTA/C90 Senior Court Program Specialist	11/13/2000
102967	Eggleston, Jordan	Juvenile Div/Teen Court	CTA/C91 Lead Court Program Specialist II	11/7/2011
103556	Rodriguez, Tanya	Juvenile Div/Teen Court	CTA/C92 Court Program Specialist I	2/11/2019
103555	Ridgeway, ZoieMercedes	Juvenile Diversion	CTA/C93 Lead Sr. Secretary	2/11/2019

90722 Carr, Glenn, F.	Court Technology Office	CTA/C96 Senior Network Support Analyst/Court Technologist II	12/12/2006
21606 Ellenwood, Winfred E.	Court Technology Office	CTA/E1 Video/Audio Operations Coordinator	4/27/1998
102198 Roman, Keila	Behavioral Evaluations	CTA/E13 Behavioral Evaluations Program Director	8/29/2016
34004 Jaggi, Christine M.	Behavioral Evaluations	CTA/E14 Staff Psychologist	7/22/2002
100520 Howard, Stephanie M.	Law Library	CTA/E19 Senior Librarian	12/17/2012
21582 Johnson, Eric P.	Court Technology Office	CTA/E21 Distributed Systems Network Coordinator	4/3/2000
VACANT	Behavioral Evaluations	CTA/E26 Staff Psychologist	
GRANT ENDED	Family	CTA/G1 Grant Worker Pinellas	ENDED
GRANT ENDED	Family	CTA/G2 Grant Worker Pinellas	ENDED
VACANT	Adult Drug Court	CTA/G3 Grant Worker Pinellas / CPSI	
102730 Elliott, Douglas L.	Adult Drug Court/UFC	CTA/G4 Grant Worker Pinellas / CPSI	8/28/2017

Sixth Judicial Circuit County Funded Employees

As of September 25, 2019

**ATTACHMENT B:
Sixth Judicial Circuit County-Funded Employees (RETIRED)**

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	6/30/03	
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	8/15/08	* moved to County fund 7/1/08 with RIF
5522	Cox, Deanna	CRT ADM	Secretary Specialist	7/15/1985	10/31/2008	
90405	Ninios, Philip	BEHAV EVAL	Social Worker	4/28/2006	7/19/2012	entered DROP on 2/1/12
5528	Haverkamp, Donna	Law Library	Law Library Director	8/19/1985	6/30/2008	
5544	Landress, Susan S.	CRT ADM	Field Investigator.A	10/16/1985	2/28/2014	entered DROP on 03/01/09
35621	Fogle, Martha M.	CRT ADM	Juvenile Diversion Coordinator	3/19/1979	6/30/2014	entered DROP on 07/01/09
25410	Zarling, Cynthia	BEHAV EVAL	Behaviorial Evals Prog Director	4/27/1997	6/30/2016	entered DROP on 07/01/2011
22024	Fynan, David J.	Court Technology Office	Sr. Network Support Analyst/Court Technologist II	1/21/1992	6/30/2017	entered DROP unknown date
100301	Hector, Gail	Juvenile Diversion	CTA/C22 Sr. Secretary	6/4/2012	2/28/2018	
90119	Solazzo, Adele A.	Behavioral Evaluations	CTA/E13 Behavioral Evaluations Program Director	7/1/2005	9/16/2019	

Sixth Judicial Circuit County Funded Employees

As of September 25, 2019