

**MEMORANDUM OF UNDERSTANDING BETWEEN
PINELLAS COUNTY AND THE SIXTH JUDICIAL CIRCUIT
COURT OF FLORIDA FOR THE ELEVATE PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as “County”, and the Sixth Judicial Circuit Court of Florida, hereinafter referred to as “Court”.

WHEREAS, the County has received a joint grant award, hereinafter referred to as the “Grant”, through the Bureau of Justice Assistance (BJA), and the Substance Abuse and Mental Health Services Administration (SAMHSA), to execute Pinellas County Elevate: Raising Problem Solving to Another Level, which is an enhancement to the Adult Drug Court; and

WHEREAS, the Court agreed in the Grant application to undertake certain activities; 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 Human Services, or will occur during the term of this MOU.

THEREFORE, the County and the Court agree as follows:

1. In accordance with the Grant, the Court may hire employees and may contract for services to provide services for Court functions in accordance with the terms of the Grant. The Court retains 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 Notices thereto.

2. The Court and the County agree that any Employee hired by the Court in accordance with the terms of the Grant will be a County-funded court employee in accordance with the Interlocal Agreement regarding County-funded court employees entered into between the County and the Court on June 16, 2009, and extended on June 14, 2011, and the Modification Extension dated May 21, 2013, and which may be further extended during the term of this MOU. The County will pay for such employee(s) with Grant funds, in accordance with the terms and conditions as set forth in the Grant application and Award(s) by BJA and SAMHSA, respectively (Attachment 1). If at any time the Grant funding shall no longer be available, the County shall have no further

obligation to pay for such Employee(s).

3. The parties 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 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 Grant-funded employee(s); or by, or in consequence of, any neglect in safeguarding the work; or on account of any act or omission, neglect or misconduct of the Grant-funded employee(s); or by, or on account of, any claim or accounts recovered under the "Worker's Compensation Law"; or of any other laws, by-laws, ordinances, orders or decrees.

5. This MOU shall be effective retroactively from September 30, 2015, and will continue in effect through September 29, 2018, unless mutually extended or modified by the parties.

6. Except as expressly provided in this 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, with or without cause, upon giving ninety (90) days written notice to the other party.

8. The parties shall comply with all federal grant guidelines, as well as with County procedures for monitoring of grant funded services and operations, including the submission of additional reports as requested by the County.

9. All rights and responsibilities provided for in this MOU shall be subject to the availability and receipt of the Grant funds.

10. This MOU constitutes the entire agreement between the parties regarding the Grant-funded employee(s). It may be amended, only in writing, and signed by all parties to this MOU.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

Della Klug

PINELLAS COUNTY, a political
subdivision of the State of Florida, acting
by and through its County Administrator

By:  _____
Mark S. Woodard, County Administrator

SIXTH JUDICIAL CIRCUIT COURT OF
FLORIDA

ATTEST:

By: _____

Trial Courts Administrator

APPROVED AS TO FORM

By:  _____
Office of the County Attorney