

**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 the 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 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.

The parties hereto are authorized to enter into this Agreement per section 163.01, Florida Statutes, 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 the date provided on Attachment A. This Attachment may be amended upon written notice to the **COUNTY** in accordance with Section 6(b).
- 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 Florida Rule of General Practice and Judicial Administration 2.215.
- 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 the date provided on Attachment B. This attachment may be amended upon written notice to the **COUNTY** in accordance with Section 6(b).
- 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 their 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 Chapters 440 and 443, Florida Statutes, 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, Chapters 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) business days.
- b. The **COURT** shall notify the **COUNTY** of any personnel changes in county-funded positions during the State fiscal year within fifteen (15) business days after the close of each quarter.

- 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.
- d. The **COURT** may seek and receive additional sources of revenue. Upon award of additional revenue, the **COURT** shall notify the **COUNTY**, through inclusion on the quarterly report, how funding is allocated, whether partially or in full, for each employee listed.

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) filing with the Clerk of the Circuit Court of Pinellas County, Florida. The term of this Agreement is through June 30, 2028, provided however, that this Agreement shall automatically renew on a yearly basis, unless terminated as provided in Section 12.

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 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.

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) business 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) business 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) business days' notice for Termination for Lack of Funds. Each party shall be the 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) business 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 and all documents 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.

APPROVED AS TO FORM

By: Cody J. Ward
Office of the County Attorney

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

By: _____
Kathleen Peters, Chair

Date: _____

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

By: _____
Shawn Crane, Chief Judge

Date: 5/14/24