

RESOLUTION NO. 2017- 22

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY AND THE SEVENTH JUDICIAL CIRCUIT COURT PROVIDING FOR COUNTY-FUNDED COURT EMPLOYEES.**

**RECITALS:**

**WHEREAS**, pursuant to section 163.01 of the Florida Statutes, the St. Johns County (County) and the Seventh Judicial Circuit Court (Court) are authorized to enter into interlocal agreements in order to make the most efficient use of resources to provide services that will best accord the needs of local citizens; and

**WHEREAS**, pursuant to section 29.0081 of the Florida Statutes, the County and the Court are further authorized to enter into agreements whereby the County funds personnel positions to assist in the operation of the Court; and

**WHEREAS**, the County and the Court mutually seek to enter into an interlocal agreement in order to outline their respective duties and obligations regarding the County's funding of personnel positions to assist in the Court's operations.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of St. Johns County, Florida, that:

**Section 1.** The above recitals are incorporated into the body of this Resolution and such Recitals are adopted as findings of fact.

**Section 2.** The terms and conditions contained in the Interlocal Agreement attached hereto, and incorporated herein is hereby approved by the Board of County Commissioners of St. Johns County, Florida.

**Section 3.** The County Administrator or designee is hereby authorized to execute an interlocal agreement in substantially the same form and format as attached hereto on behalf of the County.

**Section 4.** To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County,  
State of Florida, this 17<sup>th</sup> Day of January 2017.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

By:

  
James K. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Pam Salterman  
Deputy Clerk

RENDITION DATE 1/20/17



**INTERLOCAL AGREEMENT  
REGARDING COUNTY-FUNDED COURT EMPLOYEES**

This Interlocal Agreement (Agreement) is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ and between St. Johns County (herein after "County"), a political subdivision of the State of Florida, and the Seventh Judicial Circuit Court of Florida (hereinafter the "Court").

**RECITALS**

**WHEREAS**, pursuant to section 163.01 of the Florida Statutes, the Parties are authorized to enter into interlocal agreements in order to make the most efficient use of resources to provide services that will best accord the needs of local citizens; and

**WHEREAS**, pursuant to section 29.0081 of the Florida Statutes, the Parties are further authorized to enter into agreements whereby the County funds personnel positions to assist in the operation of the Court; and

**WHEREAS**, the Parties mutually seek to enter into this Agreement in order to outline their respective duties and obligations regarding the County's funding of personnel positions to assist in the Court's operations.

**NOW THEREFORE**, in accordance with applicable provisions of the Florida Statutes (F.S.), and in consideration of the mutual covenants and obligations set forth herein, the Parties hereby agree as follows:

**A. INCORPORATION OF RECITALS**

The Recitals noted above are hereby incorporated into the body of this Agreement, and such Recitals are mutually adopted by the Parties as findings of facts.

**B. COUNTY DUTIES AND OBLIGATIONS**

1. In each instance where the County agrees to provide the Court with personnel to assist with Court operations in an effort to meet "local requirements," the County will provide funding for salaries, costs and related expenses in amounts negotiated and mutually agreed upon between the County and the Court. Such funding will be provided on at least a Court fiscal-year basis.
2. All Court personnel funded pursuant to this Agreement will be referred to as "County-funded, Court employees." For the duration of this Agreement, such employees will be eligible for the County's benefit package on the same terms and conditions as County personnel. Likewise, such employees will be eligible for pay increases at the same intervals and in the same amounts as County personnel, subject to the Court's final approval.
3. For purposes of section 440.10, F.S. and chapter 443, F.S., the County will be considered the employer of "County-funded, Court employees."
4. As applicable, County funded, Court employees and County personnel may be aggregated for purposes of a flexible benefits plan pursuant to section 125 of the Internal Revenue Code of 1986.
5. County funded, Court employee positions will terminate upon the expiration of, or substantial breach of, this Agreement or upon the expiration of County funding for such positions.
6. The County will post County-funded, Court employee vacancy announcements, and upon request, provide recruiting assistance.
7. The County will maintain records related to payroll, County benefits, worker compensation and unemployment compensation records for County-funded, Court employees.

**C. COURT OBLIGATIONS**

1. The Court will hire, supervise, manage, discipline, evaluate and terminate all County-funded Court employees. Such employees will be considered "at-will" employees, and the Court Administrator is the appointing authority.
2. County funded, Court employees are subject to the Court's personnel policies, practices and procedures and are governed by provisions of the Court's employee handbook.
3. The Court will determine County-funded, Court employee work hours and holidays to be observed.

4. The Court will be responsible for compliance with all requirements of Federal and State employment laws. The Court will fully indemnify the County from any liability under such laws, as authorized by section 768.28(19), F.S., to the extent that such liability is the result of the acts or omissions of the Court, its agents or employees.
5. The Court will delineate "local requirements" pursuant to this Agreement on an annual basis in conjunction with its County budget request.
6. With the exception of payroll, County benefits, workers compensation and unemployment compensation, the Court will maintain all records related to County-funded, Court employees.

**D. TERM OF AGREEMENT**

This Agreement is effective upon full execution by the County and the Court, and will continue through and until termination as provided herein.

**E. TERMINATION**

This Agreement will terminate upon written agreement executed by the Parties, or upon expiration of County funding for the employees described herein.

**F. MISCELLANEOUS PROVISIONS**

1. Neither party may assign this Agreement or delegate or subcontract the performance of the Agreement without the prior written consent of the other.
2. This Agreement will not be amended or modified in any manner except by written instrument properly executed by authorized representative of each of the Parties.
3. This Agreement is governed by the laws of the State of Florida and any provisions contained in this Agreement in conflict therewith shall be void and of no effect. Any suit, action or proceeding arising in connection with this Agreement shall be brought in St. Johns County, Florida.
4. No delay or failure by either of the Parties to exercise or enforce any right or provision of this Agreement will be considered a waiver thereof.
5. If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remainder of this Agreement.
6. This Agreement contains the entire understanding between the parties with respect to the subject matter of this Agreement.
7. This Agreement may be executed in one or more counterparts all of which when taken together shall be considered one and the same agreement. A complete, executed copy of this Agreement shall be enforceable as an original.
8. Access to any records made or received in association with this Agreement will be subject to applicable provisions of the Florida Public Records Act, chapter 119, F.S and Rule 2.420, Florida Rules of Judicial Administration.
9. Each party covenants to the other party that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.
10. This Agreement is neither a general obligation of the County, nor is it backed by the County's full faith and credit. Each annual payment is conditioned upon, and subject to, a specific annual appropriation by the County's Board of Commissioners of monies sufficient to pay the amount required per Court fiscal year.

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IN WITNESS WHEREOF, the County and the Court have caused this Agreement to be made on the date above written.

**SEVENTH JUDICIAL CIRCUIT COURT**

BY:

\_\_\_\_\_  
Mark A. Weinberg (Date)  
Court Administrator

Approved as to Legal Form and Sufficiency

BY:

\_\_\_\_\_  
Elizabeth Myers  
Law Clerk  
Florida Bar #: 120495

**ST. JOHNS COUNTY**

BY:

\_\_\_\_\_  
Michael D. Wanchick (Date)  
County Administrator

BY:

\_\_\_\_\_  
Regina D. Ross  
Deputy County Attorney  
Florida Bar #: 12435