



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 25-1467, **Version:** 1

Interoffice Memorandum

DATE: October 27, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Kurt N. Petersen, Director, Office of Management and Budget

CONTACT: N/A

PHONE: 407-836-2902

DIVISION: Office of Management and Budget

ACTION REQUESTED:

Approval and execution of Interlocal Agreements between Orange County, Florida and The Office of the Public Defender Fiscal Year 2025-2026 in the amount of \$260,000 and The Office of the State Attorney Fiscal Year 2025-2026 in the amount of \$519,928. **(Office of Management and Budget)**

PROJECT: N/A

PURPOSE:

Board approval is requested for the FY 2025-26 Communication Services funding agreements between Orange County, Florida and the Public Defender's Office in the amount of \$260,000 and the State Attorney's Office in the amount of \$519,928. Orange County is required to provide funding for computer/IT staff salaries as part of the "Communication Services" section under Florida Statute 29.008. This funding was included in the FY 2025-26 budget and will be paid on a reimbursement basis from October 1, 2025, through September 30, 2026.

BUDGET: N/A

BCC Mtg. Date: November 18, 2025

INTERLOCAL AGREEMENT
between
ORANGE COUNTY, FLORIDA
and the
THE OFFICE OF THE PUBLIC DEFENDER

FISCAL YEAR 2025-2026

THIS AGREEMENT is made and entered into this 18 day of November 2025, by and between ORANGE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County," and THE OFFICE OF THE PUBLIC DEFENDER, hereinafter referred to as "Public Defender."

WITNESSETH:

WHEREAS, The Public Defender's Office, Ninth Judicial Circuit, is a public agency as defined by Chapter 163, Florida Statutes; and

WHEREAS, Revision Seven to Article V of the Florida Constitution brought about changes in Florida counties' obligations for criminal justice-related costs; and

WHEREAS, the changes to the Florida Constitution pursuant to Revision Seven resulted in statutory language in section 29.008, Florida Statutes. Particularly, section 29.008(1)(f)2. references computer support staff as part of the "Communication services" the County is required to fund at the Public Defender's office; and

WHEREAS, the County and the Public Defender seek to effectuate the County's obligation under the Constitution and section 29.008, Florida Statutes, to fund the cost of computer support staff at the Public Defender's office;

THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereby agree as follows:

SECTION 1. RECITALS INCORPORATED:

The foregoing recitals are true, correct, and are incorporated herein.

SECTION 2. FUNDING MECHANICS

a. The County agrees to appropriate an amount not to exceed two hundred sixty thousand dollars (\$260,000) for the purpose of funding computer/IT support staff salaries at the Public Defender's office for fiscal year 2025-2026.

b. The invoices shall be submitted to Orange County's Office of Management & Budget at the address specified in Section 7 "Notices." Quarterly invoices shall be submitted to the County according to Exhibit "A."

c. Within forty-five (45) days of receiving each quarterly invoice from the Public Defender, the County will provide a portion of the sum, contingent upon an annual budgetary appropriation by the BCC during the term of this agreement, to the Public Defender. The four quarterly payments to the Public Defender, when totaled, may not exceed the annual amount approved by the BCC.

SECTION 3. TERM AND TERMINATION

a. This agreement shall be effective for one (1) year, from October 1, 2025 through September 30, 2026. The Agreement may be renewed for additional terms upon written mutual consent by the parties.

SECTION 4. INDEPENDENT CONTRACTOR

The Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Public Defender, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the County for all purposes, including, but not limited to, the application of the following as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The Public Defender will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Public Defender's activities and responsibilities hereunder.

SECTION 5. GOVERNING LAW AND VENUE

This Agreement shall be construed and governed in accordance with the laws of the State of Florida. It is agreed by and between the parties that if any covenant, condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained. In the event it is necessary for any party to initiate legal action regarding this Agreement, venue shall lie in Orange County, Florida. The parties further agree to negotiate, in good faith, any dispute that may arise at the management level of each respective government and if not resolved, the provisions of Chapter 164, Florida Statutes, Governmental Disputes, may be invoked by either party. The parties hereby agree to waive their right to a trial by jury.

SECTION 6. ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Public Defender agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 7. NOTICES

All notices or other writing shall be made or sent in writing and addressed as follows:

COUNTY:

Orange County
Office of Management and Budget
Attn: Kurt N. Petersen, Director
201 South Rosalind Avenue, 3rd Floor
Orlando, Florida 32801

Phone: 407-836-7390
Fax: 407-836-2880

PUBLIC DEFENDER:

The Public Defenders Office
Attn: Melissa Vickers, Public Defender
435 North Orange Avenue, Suite 400
Orlando, Florida 32801

Phone: 407-836-4800
Fax: 407-836-4799

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: November 18, 2025

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Phil Diamond*
Clerk/Deputy Clerk of the Board

Date: November 18, 2025

* * * * *

THE OFFICE OF THE PUBLIC DEFENDER.

By: *[Signature]*

Title: Public Defender

Date: October 21, 2025

EXHIBIT A

Invoice should include payroll information showing actual expenses for the quarter. This may be the payroll ledger or other documentation demonstrating actual expenditures for the computer/technology positions.

Invoices should be submitted according to the following schedule:

1st Quarter Invoice Due January 15 (Pay Periods from Oct. thru Dec.)

2nd Quarter Invoice Due April 15 (Pay Periods from Jan. thru Mar.)

3rd Quarter Invoice Due July 15 (Pay Periods from Apr. thru June)

4th Quarter Invoice Due October 10 (Pay Periods from July thru Sept.)

INTERLOCAL AGREEMENT
between
ORANGE COUNTY, FLORIDA
and the
THE OFFICE OF THE STATE ATTORNEY

FISCAL YEAR 2025-2026

THIS AGREEMENT is made and entered into this 18 day of November 2025, by and between ORANGE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County," and THE OFFICE OF THE STATE ATTORNEY, hereinafter referred to as "State Attorney."

WITNESSETH:

WHEREAS, The State Attorney's Office, Ninth Judicial Circuit, is a public agency as defined by Chapter 163, Florida Statutes; and

WHEREAS, Revision Seven to Article V of the Florida Constitution brought about changes in Florida counties' obligations for criminal justice-related costs; and

WHEREAS, the changes to the Florida Constitution pursuant to Revision Seven resulted in statutory language in section 29.008, Florida Statutes. Particularly, section 29.008(1)(f)2. references computer support staff as part of the "Communication services" the County is required to fund at the State Attorney's office; and

WHEREAS, the County and the State Attorney seek to effectuate the County's obligation under the Constitution and section 29.008, Florida Statutes, to fund the cost of computer support staff at the State Attorney's office;

THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereby agree as follows:

SECTION 1. RECITALS INCORPORATED:

The foregoing recitals are true, correct, and are incorporated herein.

SECTION 2. FUNDING MECHANICS

a. The County agrees to appropriate an amount not to exceed five hundred nineteen thousand, nine hundred twenty-eight dollars (\$519,928) for the purpose of funding computer/IT support staff salaries at the State Attorney's office for fiscal year 2025-2026.

b. The invoices shall be submitted to Orange County's Office of Management & Budget at the address specified in Section 7 "Notices." Quarterly invoices shall be submitted to the County according to Exhibit "A."

c. Within forty-five (45) days of receiving each quarterly invoice from the State Attorney, the County will provide a portion of the sum, contingent upon an annual budgetary appropriation by the BCC during the term of this agreement, to the State Attorney. The four quarterly payments to the State Attorney, when totaled, may not exceed the annual amount approved by the BCC.

SECTION 3. TERM AND TERMINATION

a. This agreement shall be effective for one (1) year, from October 1, 2025 through September 30, 2026. The Agreement may be renewed for additional terms upon written mutual consent by the parties.

SECTION 4. INDEPENDENT CONTRACTOR

The Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the State Attorney, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the County for all purposes, including, but not limited to, the application of the following as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The State Attorney will retain sole and absolute discretion in the judgment of the manner and means of carrying out the State Attorney's activities and responsibilities hereunder.

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Office of Management and Budget
Attn: Kurt N. Petersen, Director
201 South Rosalind Avenue, 3rd Floor
Orlando, Florida 32801

Phone: 407-836-7390
Fax: 407-836-2880

STATE ATTORNEY:

The State Attorney's Office
Attn: Monique H. Worrell, State Attorney
415 North Orange Avenue
Orlando, Florida 32801

Phone: 407-836-2400

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: November 18, 2025

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Phil Diamond*
Clerk/Deputy Clerk of the Board

Date: November 18, 2025

* * * * *

THE OFFICE OF THE STATE ATTORNEY.

By: *Kamilah Perry*
Kamilah Perry

Title: Executive Director & General Counsel

Date: 10/24/2025

EXHIBIT A

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