



Interoffice Memorandum

September 19, 2023

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

FROM: Kurt N. Petersen, Director, Office of Management & Budget *K.N.P.*

SUBJECT: Consent Agenda Item for October 10, 2023
Service Funding Agreement for Jury Services between Orange
County, Florida, Orange County Clerk of the Courts, and the Ninth
Judicial Circuit Court

Board approval is requested for the FY 2023-34 Jury Services funding agreement between Orange County, Florida, Orange County Clerk of the Courts, and the Ninth Judicial Circuit Court in the amount of \$356,220. Orange County has agreed to continue to facilitate monthly payments for this program and the Clerk of the Courts has agreed to monthly reimbursements of \$29,685 to the County from July 1, 2023 through June 30, 2024. As required by Article V of the State Constitution, the Clerk of Courts is responsible for funding this program.

ACTION REQUESTED: Approval and execution of Interlocal Agreement between Orange County, Florida, Orange County Clerk of the Courts, and the Ninth Judicial Circuit Court regarding funding of Jury Services in the amount of \$356,220.

KP/NM

c: Lisa Snead, Assistant County Administrator

BCC Mtg. Date: October 10, 2023

**INTERLOCAL AGREEMENT BETWEEN ORANGE COUNTY, FLORIDA,
ORANGE COUNTY CLERK OF THE COURTS, AND THE NINTH
JUDICIAL CIRCUIT COURT REGARDING FUNDING OF JURY SERVICES**

THIS AGREEMENT is made and effective as of July 1, 2023, by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, (hereinafter referred to as "County"), the Orange County Clerk of the Courts, (hereinafter referred to as "Clerk"), and the Ninth Judicial Circuit Court (hereinafter referred to as "Court").

WITNESSETH:

WHEREAS, for many years, the County, the Clerk, and the Court have performed valuable court-related functions for the citizens of Orange County; and

WHEREAS, such court-related functions have included services that have benefitted the court and the citizens of Orange County; and

WHEREAS, the County, the Clerk, and the Court desire to continue to provide these valuable court-related functions; and

WHEREAS, the parties of this Agreement are working to properly align funding responsibilities in accordance with the statutes and other practices around the state; and

WHEREAS, in accordance with section 40.001 of the Florida Statutes, the Court will manage and administer jury services during the period from July 1, 2023, through September 30, 2024, at the direction of the Chief Judge via Court Administration while the Clerk of Court will fund said services;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. RECITALS INCORPORATED:

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

2. PURPOSE AND INTENT OF AGREEMENT:

It is the intent of the parties to provide for certain court-related functions, which will be provided by the Court under the supervision and administration of the Chief Judge via Court Administration as specified in Paragraph 5 herein. The County shall act as the agent for said payments and shall receive monies from the Clerk in order to provide the services described herein.

Additionally, beginning at the end of August of 2024, the parties agree to negotiate in good faith to enter into a similar Interlocal Agreement for the Orange County fiscal year 2024-2025. If a new agreement, however, is not finalized by September 30, 2024, then this Interlocal Agreement will remain in full force and effect until either a new agreement is entered into or either party gives notice that it will not enter into a new agreement. If the Clerk gives notice that it will not enter into a new agreement, the Court can either choose to continue providing services without Clerk funding or if the Court chooses not to do so, the parties agree to negotiate in good faith concerning a date when services will be transferred to the Clerk and the Clerk agrees to continue funding under the current Agreement until such agreed upon transfer date.

3. FUNDING MECHANICS:

For the performance of functions relating to jury services, the Clerk will make payments of \$29,685.00 per month to the County, which will then distribute the monies to the Court. The monthly payment may escalate should the Clerk's Office execute an internal merit increase for all or majority of the Clerk employees for the 2023-2024 fiscal year. The increase to the monthly amount will be based on the overall average percentage offered to all or majority of the Clerk employees for the 2023-2024 fiscal year but shall not exceed four percent (4%).

If the Clerk's funding from the state is decreased for any reason during the term of this Agreement, the Court and the Clerk agree to negotiate in good faith to determine whether the amount of the monthly payment will be reduced and if so, in what amount. As soon as the Clerk is provided with confirmation that any portion of its state funding is being decreased, the Clerk will immediately notify the Court. This Agreement does not preclude any party from seeking funding for any functions identified herein from other sources, nor does it require any party to seek funding from other sources. If the Clerk's funding from the state is reinstated to the same or a greater funding level as that level existing prior to any decrease, and the monthly payment was reduced by mutual agreement, the Clerk will reinstate the full monthly payment as listed in this Agreement to the County.

On an annual basis, should the County reimburse the Court for an amount that is less than the agreed-upon annual total anticipated from this Agreement ($\$29,685 \times 12 \text{ months} = \$356,220$, subject to any fiscal escalations as agreed to herein); then the County hereby agrees to reimburse the Clerk for the amount underpaid during the Agreement period.

4. RECORDS, ACCOUNTING, AND PERFORMANCE MEASURES:

The parties acknowledge and agree to work cooperatively to achieve the goals as stated:

a. The Court will comply with all reasonable reporting, accounting, and performance measures as established by the Clerk.

b. The Court shall cooperate with the Clerk in reporting, accounting and the implementation and maintenance of an evaluation system to monitor services. Such cooperation shall include, but not be limited to, quarterly submission of performance reports that comply with the reporting requirements as established by the Clerk.

c. Any problems, delays or adverse conditions which will materially affect the ability to meet time schedules, affect the ability to attain program goals or preclude the attainment of projected units of service, should be provided in writing to the Clerk immediately after any of these conditions becomes known. This disclosure shall be accomplished by a statement of action taken and any technical assistance needed to resolve the situation.

d. The Court shall establish and maintain documentation in a format acceptable to the Clerk, that demonstrates that the activities carried out with funds provided under this Agreement are utilized to provide the services described herein. The Court records shall be of sufficient detail to fully comply with the performance monitoring and reporting criteria as established by the Clerk in cooperation with the Court. In addition, the Court agrees to retain all client service records, financial records, support documents and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after execution of this Agreement. Records will be made available for audit upon request.

5. PERFORMANCE OF FUNCTIONS:

The functions to be performed pursuant to this Agreement are jury services (including software) to be performed, managed, and supervised by the Chief Judge through Court Administration.

In the event there is any administrative, legislative or judicial determination that any of the above-named services cannot be funded by the Clerk while being performed by the Court, then the performance of those functions shall cease being provided under the terms of this Agreement, and both the payment and performance of said function shall be severed from this Agreement and this Agreement shall be deemed terminated. This Agreement does not preclude, nor does it require, any party from seeking funding for any functions identified herein from other sources.

6. TERMS AND TERMINATION:

This Agreement shall be effective as of July 1, 2023, and shall automatically expire on September 30, 2024, subject to the provisions set forth in paragraph 2 above. This Agreement shall not renew.

7. INDEMNIFICATION:

a. As to any legal action brought by persons or entities who are not a party to this Agreement, to the extent permitted by law, the Court agrees to be liable for any and all damages, losses, and expenses incurred by the Clerk or the County, caused by the acts and/or omissions of the Court or any of its employees, agents, subcontractors, representatives, or the like arising out of or in any way connected with this Agreement or any future modifications hereof. For acts or omissions caused by the Court, the Court shall defend and hold the Clerk and the County harmless from any and all legal actions, claims, demands by any person, arising out of or in any way connected with this Agreement or any future modifications hereof.

b. As to any legal action brought by persons or entities who are not a party to this Agreement, to the extent permitted by law, the Clerk agrees to be liable for any and all damages, losses, and expenses incurred by the Court or the County, caused by the acts and/or omissions of the Clerk or any of the Clerk's employees, agents, subcontractors, representatives, or the like arising out of or in any way connected with this Agreement or any future modifications hereof. For acts or omissions caused by the Clerk, the Clerk shall defend and hold the Court and the County harmless from any and all legal actions, claims, demands by any person, arising out of or in any way connected with this Agreement or any future modifications hereof.

C. As to any legal action brought by persons or entities who are not a party to this Agreement, to the extent permitted by law, the County agrees to be liable for any and all damages, losses, and expenses incurred by the Court or the Clerk, caused by the acts and/or omissions of the County or any of the County's employees, agents, subcontractors, representatives, or the like arising out of or in any way connected with this Agreement or any future modifications hereof. For acts or omissions caused by the County, the County shall defend and hold the Court and the Clerk harmless from any and all legal actions, claims, or demands by any person, arising out of or in any way connected with this Agreement or any future modifications hereof.

d. These provisions are in no way intended as a waiver of the parties' rights to sovereign immunity.

8. SOVEREIGN IMMUNITY:

The parties expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or the limits of either party's liability beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the liability of either party for damages, regardless of the number or the nature of any claims, whether arising in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any of the parties, which claim would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

9. AMENDMENT:

Neither this Agreement nor any portion of it may be modified or waived orally. It may be amended only pursuant to the joint execution of an instrument in writing by all the parties hereto and shall be enforceable by, binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the State of Florida. In the event it is necessary for any party to initiate legal action regarding this Agreement, venue shall lie in Orange County, Florida. In the event any legal proceedings are filed in connection with this Agreement wherein the parties are the Court and the Clerk, the Chief Judge will request the Chief Justice of the Supreme Court of Florida to assign a judge from outside the Circuit to preside over the matter.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year written above.

**ORANGE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

By: *Bryon W. Brooks*
Jerry L. Demings, Orange County Mayor

Dated: 10 October 2023

**ORANGE COUNTY CLERK OF
CIRCUIT AND COUNTY COURTS**

By: *Tiffany Moore Russell*
Tiffany Moore Russell,
Clerk of the Courts

Dated: September 7, 2023

NINTH JUDICIAL CIRCUIT COURT

By: *Lisa T. Munyon*
Lisa T. Munyon, Chief Judge

Dated: September 18, 2023

