



**Interoffice Memorandum**

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
DEC 01 2015 NP/CAS

November 3, 2015

TO: Mayor Teresa Jacobs  
-AND-  
Board of County Commissioners

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

SUBJECT: Consent Agenda Item for December 1, 2015  
Service Funding Agreement for Jury Services between Orange County, Orange County Clerk of Court, and the Ninth Judicial Circuit Court

Attached for approval is the FY 2015-16 Jury Services funding agreement between Orange County, Orange County Clerk of the Courts, and the Ninth Judicial Circuit Court in the amount of \$356,220. The associated budget for Jury Services was approved during the September FY 2015-16 final budget public hearing. As required by Article V of the State Constitution, the Clerk of Courts is responsible for funding this program. Orange County has agreed to continue to facilitate monthly payments for this program and the Clerk of the Courts has agreed to a monthly reimbursement of \$29,685 to the County from July 1, 2015 through June 30, 2016.

**ACTION REQUESTED:** Approval 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/KH/vh

c: Eric Gassman, Deputy County Administrator  
Randy Singh, Assistant County Administrator

**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, 2015, 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, 2015, through June 30, 2016, 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.

### **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. If, however, the Clerk's funding from the state, for any reason, is decreased from the Clerk's approved budget, the funding for jury services will be decreased proportionately to the change made to the approved budget. If the Clerk's funds are decreased, the Clerk will notify the Court of that fact and notify the Court of the amount of the reduction in the payment.

### **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, 2015, and shall automatically expire on June 30, 2016. This Agreement shall not renew.

**7. 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.

**8. GOVERNING LAW:**

This Agreement shall be governed by the laws of the State of Florida.

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

**ORANGE COUNTY, FLORIDA**  
Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs, Orange County Mayor  
*TJ*

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

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

**NINTH JUDICIAL CIRCUIT COURT**

By: *Frederick J. Lauten*  
Frederick J. Lauten, Chief Judge

