

INTERLOCAL AGREEMENT BETWEEN MARION COUNTY
AND THE OFFICE OF THE STATE ATTORNEY
FIFTH JUDICIAL CIRCUIT

THIS interlocal agreement (hereinafter referred to as this "Agreement") is entered into by and between Marion County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "Marion County"), located at 601 S.E. 25th Ave, Ocala, FL, 34470, and the Office of the State Attorney, Fifth Judicial Circuit created and existing under the laws of the State of Florida, (hereinafter referred to as "State Attorney") located at 110 NW 1st Ave, Suite 5000, Ocala, FL, 34475 (each being at times referred to as a "party" or "parties").

WITNESSETH:

Whereas, Section 28.24(13)(e)(1), Florida Statutes sets forth the legislatively established funding source of a \$2 recording fee (hereinafter referred to as "\$2 recording fee") distributed to the Board of County Commissioners to be used exclusively for funding court related technology, and court technology needs as defined in Section 29.008(1)(f)(2) and (h) for the state trial courts, state attorney and public defender; and

Whereas, Section 29.008(1)(f)(2), Florida Statutes allows a portion of this \$2 recording fee revenue source to be used for county funded staff to support the operations and management of the State Attorney's Office computer networks, systems and equipment; and

Whereas, pursuant to Chapter 163, Florida Statute, the County and the State Attorney's Office may enter into this Agreement in order to cooperatively use their resources to mutual advantage.

Now, therefore, in consideration of the mutual terms and conditions, promises and covenants hereinafter set for the receipt of sufficiency of which is hereby acknowledged, the parties agree as follows:

Article 1
Purpose

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 Marion County, in cooperation with the State Attorney's Office, hereby establishes the funding for state employees who assist in the support of the State Attorney's computer network, systems and equipment, within the Marion County branch of the State Attorney's Office.

Article 2
Agreement Established

2.1 This Agreement shall become effective **October 1, 2025 and shall continue until September 30, 2026.**

2.2 The parties hereto agree to be fully responsible for their negligent acts or omissions or tortious acts during the life of this Agreement that result in claims or suits against any other party, and agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by the parties to be sued by third parties in any matter arising out of this Agreement.

Article 3
Amount of Funds and Method of Payment

3.1 Marion County agrees to pay the State Attorney's Office for reimbursement of one hundred percent of the salary, benefits and employer tax cost for the full time state employee(s) permanently assigned to the Marion County branch office, and a prorated percentage of similar costs for circuit-wide employees who also perform related work in this office, from the discrete Marion County \$2 recording fee fund. The total sum of monies paid to the State Attorney's Office under this Agreement shall not exceed **\$438,000** for the term identified in 2.1.

3.2 Payments under this Agreement shall be made on a cost reimbursement basis. Reimbursement shall be made on a quarterly basis on the State Attorney's Office submission and Marion County's approval of a quarterly invoice. The State Attorney's Office shall maintain documentation of all costs represented on the invoice, and will submit documentation of expenditures with all invoices, and payment may be withheld if services have not been satisfactorily completed or the documentation is not satisfactory. Any payment due or any approval necessary under the terms of this Agreement may be withheld until all evaluation and documentation of expenditure due from the State Attorney's Office, and necessary adjustments thereto, have been approved by Marion County.

3.3 Marion County will use funds from the \$2 recording fee to help with the payments to the State Attorney's Office required by this Agreement, and any other associated costs.

Article 4 **Personnel**

4.1 The job duties of the employee(s) filling the position(s) that will be funded by this Agreement will include but are not limited to installing and supporting the computer networks, software, related systems and equipment, providing user technical support, and help maintain the information systems infrastructure of the State Attorney's Office.

4.2 The State Attorney's Office will be responsible for the payment of all FICA taxes, withholding taxes, state and federal unemployment taxes, retirement benefits, and insurance benefits related to this employee from the funds received under this Agreement.

Article 5 **General Provisions**

5.1 **Termination:** This Agreement may be terminated by either party for cause, or for convenience, upon five (5) days written notice via certified or electronic mail.

5.2 **Records:** The parties acknowledge that this Agreement and any related financial records, audits, records, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy, and after giving that party five (5) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

5.3 **Assignment:** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties without the prior written consent of the other party.

5.4 **All Prior Agreements Superseded:** This document incorporates and included all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms of conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

5.5 **Governing Law:** This Agreement shall be governed in accordance with the law of the State of Florida, and parties stipulate that venue for any matter, subject of this Agreement shall be in Marion County.

5.6 **Interpretation:** For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons

succeeding to their respective functions and capacities.

(a) If any party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, the party shall immediately notify the other parties and request clarification of the interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may be drafted or prepared any or all of the terms and provisions hereof.

5.7 **Severability:** The invalidity or non-enforceability of any portion or provisions of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

5.8 **Further Documents:** The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

5.9 **Notices:** All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand, e-mail or by United States Postal Service.

5.10 **No Waiver:** The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

ATTEST:

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

GREGORY C. HARRELL, DATE
CLERK OF COURT

KATHY BRYANT DATE
CHAIRMAN

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

**OFFICE OF THE STATE ATTORNEY,
FIFTH JUDICIAL CIRCUIT**

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

BILL GLADSON, DATE
STATE ATTORNEY