



LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky, Chief Assistant County Attorney ☒ Elizabeth Alt, Senior Assistant County Attorney ☐ Russell Ward, Assistant County Attorney

From: (Name) Devaney Kristina (Dept) _____
Last First
(Title) Court Operations Manager (Phone) 352.401.6796
Signature [Signature] Date Monday, May 3, 2021

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ New Document ☒ Review & Comment ☐ RESUBMIT LRM No. _____
☒ Approve as to Form ☐ Other

Description of Request

Please review and approve the attached agreements between the BOCC and the Fifth Judicial Circuit Office of Court Administration. The funding from this was approved during the April 20th BCC meeting.

For more information or discussion, contact: ☒ Same as above
(Name) Wolgamuth Roy (Title) General Counsel (Phone) 352.253.4433
Last First

COMPLETION IS REQUESTED BY: (specific date) Friday, May 7, 2021

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☒ Yes ☐ No
Agenda Deadline Date: Friday, May 7, 2021 Agenda Date: Tuesday, May 18, 2021

LRM No. 2021-350 DO NOT COMPLETE - Office of the County Attorney use ONLY

Outcome: _____ Date Received: _____

Approved as to form.

Marion County Attorney
MAY - 3 2021
RECEIVED

Attorney Signature: [Signature] Date 5-3-2021

Staff Signature: [Signature] Returned: ☐ Department ☐ Admin ☐ Procurement
Completed 5/4/2021

INTERGOVERNMENTAL AGREEMENT

Funding a General Magistrate and an Administrative Assistant position for
the Fifth Judicial Circuit in Marion County, Florida

THIS AGREEMENT is made and entered into by and between the Fifth Judicial Circuit, hereinafter referred to as "Court", and the Marion County, a political subdivision of the State of Florida through its Board of County Commissioner, hereinafter referred to as "County," both herein referred to individually or collectively as "Party" or "Parties."

Parties agree to the following:

I. PURPOSE:

The purpose of this Agreement is to establish the terms and conditions whereby the County will provide funds to cover the expense of one (1) full time equivalent position of General Magistrate dedicated to dependency cases and one (1) full time equivalent position, of Administrative Assistant I dedicated to dependency cases in Marion County, Florida to assist with the additional work generated by the COVID-19 virus.

II. TERM:

This Agreement shall begin on July 1, 2021, or the date it is signed by all parties required to sign it, and shall remain in effect for eighteen (18) months, unless otherwise extended, renewed or terminated in accordance with Section VI of this Agreement.

III. STATEMENT OF WORK

A. County Responsibilities

1. Provide funding for the required position.

B. Court Responsibilities

1. Recruit, hire and fill the position with a suitable candidate.
2. Provide all human resources and payroll functions to support the position.
3. Provide adequate supervision of the position to ensure all requirements are met.
4. Maintain records and documentation related to the position, all expenses for the position, and the work performed by the position from the hiring process to the exit interview.
5. Provide all documentation the County requires to support the expenditures incurred for the position on monthly/quarterly basis.

IV. INSPECTION OF RECORDS

The Parties shall permit the other party, or its designee, to conduct on-site or off-site inspections of records relevant to this Agreement to ensure compliance with the terms and conditions of the Agreement. Such inspections may take place with or without notice during normal business hours wherever the records are maintained.

V. CONFIDENTIAL INFORMATION AND DISCLOSURE

The Parties agree that confidential information related to this Agreement will be used only to the extent necessary to assist in valid administrative needs and shall be disclosed only to those persons who have a valid need for access to the information.

VI. AMENDMENTS AND CHANGES

- A. This Agreement incorporates all prior negotiations, interpretations, agreements and understandings that may have been entered into between the Parties and is the full and complete expression of their agreement.
- B. With the exception of designating or changing agreement liaisons in Section XI, any change, alteration, deletion, or addition to the terms set forth in this Agreement must be by written amendment executed by both Parties.

VII. ASSURANCES

- A. The employee(s) hired for this position will be an employee of the Court, subject to all applicable personnel laws and policies of the State of Florida and the State Courts System.
- B. The Court shall, at all times, be responsible for the supervision of the employee(s) hired for the position and shall administer the position in accordance with all federal, state and local laws.

VIII. LIABILITY AND INDEMNIFICATION

Each Party is responsible for its own intentional acts, negligence, or omission, or those of its employees, agents, officers, heirs, and assignees under this Agreement. Nothing in this Section shall be construed as to indemnify or a waiver of sovereign immunity by either Party.

IX. AGREEMENT VALUE AND FUNDS DISBURSEMENT

- A. The County shall be responsible for all salary, benefits, and employer tax obligations for the position, up to \$242,028.00, subject to annual appropriation. No other expenditures are allowed.
- B. The County shall disburse the funds in advance.
- C. The Court shall reconcile all expenditures and advance disbursements made by the County at the end of this Agreement and shall return any remaining funds that were not been obligated prior to the end of the Agreement. Obligated funds that are not disbursed within 90 calendar days of the end of this Agreement will be returned to the County.

X. TERMINATIONS, EXTENSIONS AND AMENDMENTS

- A. Either Party may terminate this Agreement without cause by providing sixty (60) calendar days' notice to the other Party.
- B. If changes in governing state or federal laws or regulations render performance by either party or any provision of this Agreement illegal, impractical, or impossible, the obligation of that Parties performance of that provision shall immediately terminate.
- C. The Agreement may be renewed or extended with appropriate modifications in writing through an executed amendment as agreed upon by the Parties.

XI. AGREEMENT LIAISONS

A. The liaison for the County will be:

County Administrator
Marion County Board of County Commissioners
601 SE 25th Ave.
Ocala, FL 34471
CountyAdministrator@MarionFL.org

B. The liaison for the Court will be:

Jeffery K. Fuller, Esq.
Chief Deputy Court Administrator
550 W. Main St.
Tavares, FL 32778
jfuller@circuit5.org

C. If any Party to this Agreement replaces, adds, or removes any agreement liaison identified in this Section, the Party shall immediately inform the other Party by email.

IN WITNESS THEREOF, the parties hereto have caused this three (3) page Contract with all attachments and exhibits to be executed by their undersigned officials as duly authorized.

**MARION COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS**

THE FIFTH JUDICIAL CIRCUIT COURT

**SIGNED
BY:** _____

NAME: Jeff Gold
TITLE: Chairman

DATE: _____

**SIGNED
BY:** _____

NAME: Daniel B. Merritt, Jr.
TITLE: Chief Judge

DATE: 4-30-21

Reviewed for Legal Sufficiency



Roy L. Wolgamuth, Esq.

April 30, 2021

**General Counsel
Fifth Judicial Circuit**

MFMP Vendor #:
FEIN: